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June 25, 2013

Hon. Gene Yaw, Chairman Senate Environmental Resources and Energy Committee State Capitol Building, Room 262 Harrisburg, Pennsylvania 17120

> RE: Testimony of Christopher D. Jones, Esquire Regarding royalty stub transparency issues and post-production costs Senate Environmental Resources and Energy Committee

Dear Mr. Chairman:

Good morning. I would like to thank Chairman Yaw and the members of the Senate Environmental Resources and Energy Committee for inviting me to testify regarding royalty stub transparency issues and post-production costs. By way of background, my name is Christopher D. Jones, and I am an attorney at the Law Office of Griffin, Dawsey, DePaola & Jones P.C. My office is a general practice office located in Towanda, Pennsylvania and has been representing citizens of Bradford County and the surrounding Counties for over 60 years. Since the beginning of the Marcellus Shale gas boom we have been representing clients in all types of issues, such as leases, property rights, oil, gas and mineral rights, estate issues, and natural gas development.

Over the last few years, the focus of my representation has shifted to concerns and warranted confusion regarding royalty statements, review of division orders, and issues surrounding post-production costs. I am here today to discuss these issues that I have seen the citizens of Bradford County face.

By way of brief history, many of the sizeable landowners signed gas leases in Bradford County for years for little consideration and with no expectation that there would ever be any development. When the Marcellus Shale gas boom hit our area, there were many landowners whose property was already tied up with an oil and gas lease. Unfortunately, many of these individuals were primarily the rural farmers. As you are aware, many of our Pennsylvania farmers have been hurting for many years financially, and these individuals were not able to benefit from the new increase in the price for oil and gas leases. (Some of the older leases paid \$5.00 per acre whereas there were some newer leases that have paid \$6,500.00 per acre) These landowners were also faced with having leases that provided the lowest royalty payment being 1/8 or 12.5%.

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In 2010 and 2011, I began seeing clients that were receiving gas royalties. These clients had older leases that would expire in a few years. It was obviously important for the gas industry to develop these properties first so that they could hold their leases and avoid having to pay much higher lease payments and higher royalties. Although the landowners who had signed older leases were not happy, many were initially satisfied as they were some of the first to receive royalties.

Some leases specifically stated that the royalties would be paid after post-productions were deducted. However, there were also many older leases that were signed that <u>did not specifically state</u> that there would be post-production costs deducted. (see Exhibit 1). Not only did these leases fail to state that post-production costs would be deducted, but many of the individuals were specifically advised, at the time that they entered into the lease, that there would not be any deduction.

In 2009-2011 as these properties were producing natural gas, the royalties were generally being paid by the gas companies without deducting any costs. Then in 2012 everything changed. In January of 2012, my clients began receiving letters from Chesapeake Energy advising that they would begin taking post-production costs from their royalties and that they would take them retroactively to the time when royalty payments began. (See Exhibit "2") Chesapeake did this unilaterally. In fact, I still have clients who have yet to receive a royalty check from Chesapeake.

From leases that I have reviewed from January of 2012 to the present, most gas companies have been deducting post-production costs. It should be pointed out that this is not consistent of all of the gas companies. For example, I have yet to see an example where Statoil has deducted post-production costs from royalties.

The companies who are deducting costs are relying upon the Pennsylvania Supreme Court's decision in the case of *Herbert Kilmer et. al. vs. Elexco Land Services, Inc. et. al.*,605 Pa. 413, 990 A.2d 1147 (Pa. 2010). I am sure that you are aware of this case. However, it is important to note that in the Kilmer lease, it is clearly stated that royalties would be paid after deducting post-production costs. That lease stated:

"Royalty Payment. For all Oil and Gas Substances that are produced and sold from the leased premises. Lessor shall receive as its royalty one eighth (1/8th) of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all Post-production Costs, as defined below, and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post-production Costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale."

This language is not the case in many of the leases that I have reviewed. How are Landowners somehow supposed to understand that when lease language states they would be paid a royalty on the market value at the wellhead, this meant that the gas company would deduct post-production costs? It is further unsettling that when at the time landowners entered into their leases, they were specifically advised that the language in their lease would not allow deductions. Even more unsettling are the situations where the leases include specific addendums placed in the lease to protect against deductions, and the gas companies still deduct these costs.

The Court in *Kilmer*, ultimately decided that the Guaranteed Minimum Royalty Act permitted the calculation of royalties at the wellhead after deducting post-production costs. This was based upon the Supreme Court's interpretation of the definition of royalty, due to the fact that it was not clearly defined in the statute. It should be noted that the Supreme Court stated:

Given the current state of the industry where the wellhead and the point of sale are not the same, we are required to interpret which valuation point is most consistent with the language of the statute.¹⁴ This requires us to define royalty.

Footnote 14

We note that the General Assembly is the branch of government best suited to weigh the public polices underlying the determination of the proper point of royalty valuation in the deregulated gas industry. However, until the General Assembly acts to specify the point of valuation, we must interpret the statute as written, prior to deregulation.

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Therefore, the Supreme Court did leave the door open for the General Assembly to define where the proper point of royalty valuation should be. A determination by the General Assembly would provide stability for both the citizens of the Commonwealth as well as the gas industry.

The issue of post-production deductions is further complicated by the baffling and confounding complexities of royalty statements. A landowner in a producing gas unit may receive four or five statements a month depending on the number of companies that share in the royalty. Each of these companies have different ways of calculating royalties. I have attached Exhibit "3" as a small sampling of statements so you can see the issues landowners are facing when trying to decipher and verify their royalty payments. This exhibit includes statements from a Chesapeake developed well. (Please note that this is from a lease as provided in Exhibit "1")

Royalty calculations should be made by taking the gross volume multiplied by the price sold, which is then multiplied by the royalty owner's decimal interest. As you can see from Exhibit "3", each company's royalty statements list different volumes, different prices that they sell the gas for, as well as different owner decimal interest. Next, in comparing the statements you can see that Chesapeake, Anadarko, and Mitsui, deduct costs from the royalties, however, Statoil does not. These deductions are listed as gathering, third party, fuel and transportation. You can also see that in these samples the basic deduction is approximately 26-30%. The Chesapeake statements have an additional deduction referenced as "MISCELLANEOUS RECOUPMENT PA". I believe that this is based upon their interpretation of *Kilmer* and their retroactive application. Clearly, there isn't any specific indication as to what is being paid from the category "gathering". For further confusion to property owners, I present to you Exhibit "4". This exhibit is another royalty statement, which happens to be 17 pages long.

I will next draw your attention to Exhibit "5". It is a spreadsheet that was created by an accountant who was keeping track of royalty statements for six different individuals who all have the same lease. He drafted this spreadsheet from the Otten 1H well that is being produced by Chesapeake in Bradford County.

This spreadsheet, made from Chesapeake statements, shows many egregious problems. For example, in looking at the months, the gross volume listed in a month from the same well is different for each and every royalty owner. One thing that should be constant between landowners in the same unit is the gross volume. The other issue that I would like to draw your attention to, is the fact that Chesapeake sells the same gas for different prices, for different landowners. How can this occur? An even more unbelievable fact that can be garnered from

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this spreadsheet is that gross production numbers are repeated. This is a statistical miracle! This is compounded by the fact that there is no plausible way to verify the numbers. Pennsylvania DEP publishes production numbers for each well in Pennsylvania. However, these numbers are only published biannually, and it specifically states on their website that this is a "self-reporting system, meaning that data is reported from <u>producers to DEP</u>". (See Exhibit "6") This system is inherently flawed given the fact that we are to rely on the accuracy of the producers.

The final issue that I would to discuss are the numerous misrepresentations to landowners. As previously discussed, the *Kilmer* case was based on a lease that specifically stated post-production costs would be deducted from the royalty. However, I have dealt with many leases that were entered into that do not specifically state that post-production costs would be deducted. Property owners entered into these leases with the understanding that their lease would pay them royalty without deductions. This understanding was based upon the promises and misrepresentations made by the presenter of the lease. I have interviewed many property owners who advised me that they were told that at the time that they entered into the lease that they would be paid a royalty without any deductions. These are the same leases that were entered into prior to any gas development, for very little lease money, and with the least amount of royalty percentage. Although these leases were entered into with the promise that there would be no deductions, deductions are now being taken by the gas companies based upon their interpretation of the *Kilmer* decision.

Then there are the newer leases that were presented to the property owners that specifically called for deductions to be taken out. As a result of this, many landowners individually or through their attorneys, requested addendums that would alter the terms of the royalty payment so that royalties would be made without any sort of deductions. Again, these leases were entered into by landmen and from employees of the gas companies, with the promise that royalties would be paid without deductions. (See Exhibit "7") Under these newer type leases, the gas companies are again deducting post-production costs from the royalty. The letter of explanation from Chesapeake states that their excuse for these deductions is due to the payment arrangement that they have with a company that is an owned subsidiary of Chesapeake. (see Exhibits "8" and "9"). In my opinion, this is an absolute misrepresentation.

Although I have just discussed the complex and confusing problems that are facing citizens in the Marcellus Shale regions, I would submit that there are solutions available to help these innocent landowners.

First, I would request that the Pennsylvania Legislature define the term "royalty", which was asked of you by the Supreme Court in the *Kilmer* case. Obviously, as an advocate for property owners, I would request that you define royalty so that gas companies would be required to pay royalties based upon the gross revenue to the point of sale, without deductions for post-production costs. This would include all deductions that are based upon transactions between companies that have control or ownership between each other. (example: Chesapeake to Chesapeake Energy Marketing Inc.)

Second, in addition to the above I would implore the Legislature to regulate monthly verifications and publications of the volume produced from each well.

Finally, I would ask the Legislature to expand the Unfair Trade Practices and Consumer Protection Laws to prevent the types of improprieties and misrepresentations which I have discussed with you here today. This expansion would also empower the Pennsylvania Attorney General's office to come to the aid of our citizens.

Thank you for providing me the opportunity to testify here today.

Very truly yours

Christopher D. Jones, Esquire

OIL AND GAS LEASE PAID-UP



A.D. 20 06 February day of AGREEMENT, Made and entered into this between

16701 hereinafter called Inc., P.O. Box 198, Bradford, PA Associates, Calkins & and T.S. hereinafter called LESSOR,

LESSEE, the receipt whereof is hereby acknowledged, and the further consideration of the agreement hereinafter contained, and LESSEE agree to the following. LESSOR hereby grants, demises, leases and lets exclusively to LESSEE the oil and gas, including coalbed methane gas, underlying the land herein leased, together with such exclusively to LESSEE, at its election, to explore for, develop, produce, measure and market production from the premises, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to conduct dewatering operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, pipelines with appurtenant facilities, necessary or convenient for use in the production water sources, free of cost, to store gas of any kind underground regardless of the source thereof, including the injecting of passing and removing the entered of the content electric power and removing the injecting of the sources, free of cost, to store gas of any kind underground regardless of the source thereof, including the injecting of gas and removing the entered of the content electric manning the entered of the content electric manning the entered of the content electric manning the electron of the content electron. WITNESSETH, that for and in consideration of one dollar and other good and valuable consideration in hand paid by the said therein and removing the same therefrom; to protect stored gas: to operate, maintain, repair, and remove material and

Lease covers the premises all or in many in the premises all or in material and remove material and	and State of Pennsylvania hard, in the Township(s) of Asylum County of Bradford	On the North by:	e East by:	On the South by:	West by:	Deed Book & Page (for ref. only) Tax Map No. (for ref. only)	addition to the above described land, any and all-strings or parcels of land adjoining or containing more or less. In and owned or claimed by LESSOR are hereby leased to LESSEE. All tracts or parcels of land leased to the above described land.
This Lease	and State ol	On the Norl	On the East by:	On the Sout	On the West by:	Deed Book	containing fr addition to t and owned including str

For purposes of this Lease, oil and gas includes all hydrocarbons and other substances produced or associated therewith, herein referred to as "the premises,"

including coalbed methane gas.

It is agreed that this Lease shall remain in full force and effect until midnight on the 5th anniversary of the date hereof commenced drilling operations on any portion of the premises or any lands pooled or unitized therewith, within the primary lerm, (2) an application for a drilling permit is pending with the appropriate authorities, and LESSEE, after grant of such permit, commences drilling operations within a reasonable time thereafter and continues same with due diligence, provided said permit application was filed prior to the expiration of the primary term, (3) oil and gas or either of them is produced or withdrawn from any portion of the premises or any lands pooled or unitized therewith, (4) gas storage operations are conducted in or on any portion of the premises, or (5) a completed oil or gas well-would be-capable of producing oil or gas-front any portion of the premises or any lands pooled or unitized therewith, but for acts of God, unavailability or interruption of markets not to commence production from such well or to suspend production from such well.

IN CONSIDERATION OF THE PREMISES:

The LESSEE covenants and agrees as follows:

1st - LESSEE shall pay the LESSOR on oil and liquid hydrocarbons produced and saved from the premises and used off the premises or lands pooled therewith or sold (whether to an affiliated or non-affiliated purchaser), the market value at the lank reservoirs or into the pipeline to which LESSEE may connect his wells the equal one-eighth (1/8th) part of all-oil-or-liquid nethane gas and other gaseous substances, produced from the premises, and shall pay the LESSOR on gas, including casinghead gas, coalbed in the manufacture of gasoline, or other products therefrom, or sold (whether to an affiliated or non-affiliated purchaser) the computed on the basis of a price the collection of which by LESSEE is unlawful or prohibited by order or regulation of any gas and all of its components. Prior to payment of royalty, LESSOR shall execute a Division Order setting forth LESSEE for interest in production. LESSEE may pay all faxes and fees levied upon LESSOR's royalty shall be due on stored gas, produced form a storage formation or formations thereunder.

No royalty shall be due on stored gas produced form a storage formation or formations thereunder.

EXHIBIT '≳≘idd⊠

maintained in force by operations, including but not limited to dewatering, or production at any well, by gas storage, or by other activity or event, nevertheless it shall be considered that gas is being produced in paying quantities within the meaning of this lease. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or hands pooled or unitized therewith (whether classified as oil wells or gas wells) are shu-in for a period of ninety (90) consecutive days, and during such time there are no other operations being conducted on the premises or lands prooled or unitized therewith the reason of said ninety day period, Lessee shall pay or tender to Lessor hereunder, or to those entitled to the royalties provided in this lease (as shown by Lessee's records) at the addresses shown by Lessee's records, a shu-in royalty or before the end of each anniversary of the expiration of said minety day period if upon such anniversary of the expiration of said minety day period if upon such anniversary this lease is being roduced from the premises. Lessee shall make like payment or tender tender the shut-in royalty for any year shall not operate to terminate this lease or serve as a basis for its cancellation, but Lessee correctly paid correct any erroneous payment or tender, when notified thereof, and if flate then Lessee shall make the correcting payment or tender, when notified thereof, and if flate then Lesses shall make the correcting payment force correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease in the force that the read of seven (7%) percent per annum to those to whom such shut-in royalty was not timely or correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease is the correctly paid or tendered. As long as any well is shut-in, it is lead to considered for the purposes of maintaining the lease is the considered for the cor TA English the primary term hereof there is a well capable of producing gas in paying quantifies located upon the premises or on lands pooled therewith but such well is shut-in (whether before or after production) and this lease is not correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease in force that gas is being produced in paying quantities and this lease shall continue in effect both before and after the primary

for storage operations, for so long as any stratum is so utilized, and to give to LESSOR written notice of the use of the premises royalty payments, and it is agreed that said storage rental is in lieu of royalty payments, except that storage rental and more strata in the premises and produces oil or gas from one or more other strata; and it is further agreed that the termination of To pay to LESSOR an annual storage rental of \$2.00 per acre for the utilization of one or more strata in the premises gas storage operations shall be a full liquidation of all storage rental during the remainder of the term of this Lease.

4th – To correct any damages LESSEE may cause to crops, fences or structures as a result of its operations, an as nearly as reasonably practicable, all surface used by LESSEE to its condition existing as of the date of this lease.

no well within two hundred (200) feet of any dwelling or barn now on the premises without the written consent of the LESSOR

The LESSOR covenants and agrees as follows:

To erect no dwelling or barn within two hundred (200) feet of any producing well drilled on the premises, fifty (50) feet of any pipeline, without the written consent of the LESSEE.

2nd – That LESSOR has full title to the premises and to all the oil and gas therein at the time of granting this Lease, and forever warrants title to the leasehold estate hereby conveyed to LESSEE, that LESSEE shall have exclusive, full and quiet possession of the premises for the purposes set forth herein, and that LESSOR shall not interfere in the operations of LESSEE

It is mutually agreed by and between LESSOR and LESSEE as follows:

any other liens or encumbrances upon the premises that may in any manner affect the LESSEE's interest therein, any mortgage or mortgage, lien or encumbrance, and LESSEE may reimburse itself by applying to the discharge of any such mortgage, lien or encumbrance, and LESSEE may reimburse itself by applying to the discharge of any such mortgage, lien or or encumbrance any royalty or rental owed or accruing hereunder. 1^{**} – LESSEE shall have the right at any time to redeem for LESSOR, or otherwise

2nd – LESSEE shall have the exclusive right to employ all or any of the oil or gas strata in the premises for the storage of wells on the premises, for the purpose of freely introducing and storing gas in such strata and recovering gas therefrom. A well new sole judge as to whether gas is being stored in the premises, and its determination shall be final and conclusive. Storage of gas hereing of gas therefore.

the rentals and royalties equivalent to the proportion of such oil and gas rights in the premises, LESSOR shall be entitled to only a share of all of the storage rights in the premises, LESSOR shall be entitled to a proportionate share of storage rentals equivalent to the proportion of such storage rights owned by LESSOR. Unless deeds of conveyance or other instruments of record otherwise provide, storage rentals shall be apportioned equally between ownership of the surface of the premises and ownership of the gas rights therein. If LESSEE makes rental or royalty payments to LESSOR in excess of LESSOR's entitlement thereto, LESSOR shall refund to LESSEE such part of all such payments made by LESSEE under this Lease as shall be proportionate to the title not held by LESSEE may reduce subsequent payments in the same proportion. If LESSOR does not timely provide such refund, LESSEE may also reduce payments to LESSOR by the amount that should have been refunded.

- In case of a conveyance or reservation of all or a part of or an undivided interest in the premises, LESSEE shall

apportion all entitlements or benefits under the Lease according to interest, acreage, or the terms of the conveyance as the case such entitlements or benefits to LESSOR until furnished with the original or a certified copy of the deed of conveyance or other documents or proof of conveyance, so that LESSEE may identify the land or interests conveyed as being all or part of the premises. In case of notice of any adverse claim to the premises or any portion thereof or interest therein, whether or not in and the entitlements and benefits are, in LESSEE's sole discretion, decided by compromise, or by final decree of a court of competent jurisdiction, and to this end LESSEE may file a petition for interpleader.

5th – LESSEE shall at any time, upon payment of all monies due hereunder up to such time, have the right to surrender this Lease as to all or part of the premises, and shall thereupon be released and discharged from all payments, obligations,

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terms, conditions and covenants contained herein, whereupon this Lease shall be null and void as to the entire premises or the part thereof as to which this surrender was made, and rental and royalty payments shall cease or be reduced accordingly. Notwithstanding the above, LESSEE shall still have the right to continue to use any pipeline rights of way herein granted upon

or gas estates, or any of them whether owned by the LESSEE or others, so as to create one or more drilling or production units. Such units shall not exceed 640 acres in extent provided, however, that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable or nacrage per allowable. LESSEE shall record a copy of the unit operation designation in the county in which the premises are located. In scientific information or drilling operations. LESSEE may at any time increase or decrease that portion of the premises are located. In included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to LESSOR. As to each such unit, LESSOR agrees to accept, in lieu of the royalty herein described, such proportion of such same effect upon the terms and conditions of this Lease as if a well were commenced, drilled, completed or producing on the

regulations. If LESSEE is unable to fulfill any covenant hereunder because of such laws, orders, rules or regulations, acts of God (such as natural disasters), wars, civil disturbances, insurrections, riots, epidemics, equipment or pipeline breakdown or seen shall be extended for an equal period of time, and LESSEE's for such time as such situation exists, the term of this suspended for such period of time. This Lease shall not be terminated, in whole or in part, nor Lessee held liable for any suspended for such period of time. This Lease shall not be terminated, in whole or in part, nor Lessee held liable for any schlickly express and specific written demand upon Lessee by Lessor for such satisfaction and performance. Neither the following the express and specific written demand upon Lessee by Lessor for such satisfaction and performance. Neither the commenced by Lessor for forfeiture of this lease or for damages until after said period. Lessee shall be given a reasonable commenced by Lessor for forfeiture by discharging its expressed or implied obligation as established that the contract of the contract of the discharging its expressed or implied obligation as established All expressed or implied covenants of this Lease shall be subject to all federal, state and local laws, orders, rules and

8th – This Lease may be executed in counterparts each having the same validity as the original. Should any one or more be binding upon all such parties who do execute it as LESSOR.

LESSEE shall have the right to assign this Lease or any interest therein, and the assignee of LESSEE shall have corresponding rights, privileges and obligations with respect thereto. All terms, conditions and covenants between the parties any interest therein, LESSOR will look solely to assignee for fulfillment of all obligations of the Lease or of the interest assigned, as the case may be. Representations other than those contained herein shall not be binding on either party.

- LESSEE's exercise of any right or entitlement granted under this Lease shall continue this Lease in full force and effect as to all rights and entitlements granted herein, and each right and entitlement granted herein may be exercised by LESSEE simultaneously with its exercise of one or more other rights and entitlements, or singly, on a continuing basis.

- <u>Operations</u>. Whenever used in this lease, the word "operations" (unless specified to the contrary) shall mean operations for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, associated hydrocarbons from a well) of a well in search of or in an endeavor to obtain, increase or restore and/or market or render marketable or more valuable production of oil or gas, and/or production, actual or constructive, of oil or gas.

primary term of five (5) years commencing on the date that this lease would have expired but for the extension. LESSEE may then covered by paying or tendering to LESSOR an extension payment of forty dollars (\$40.00) per net acre for the land then covered by the extended lease. Said bonus is to be paid or tendered to the LESSOR by cash, check or draft, mailed or office, addressed to the LESSOR (at LESSOR's last known address as shown by LESSEE's records) on or before the expiration of the primary term hereof, and the depositing of such cash, check or draft in any post expiration of the primary term hereof, shall be deemed payment or tender as herein provided. If LESSEE exercises this option, that the antity that and of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from

	day and year first above written.
Oil & Gas I ease is executed as	rated the
IN WITNESS WHEREOF, thi	NESS:

WITNESS:

(SEAL)	(SEAL)	

State of Pennsylvania County of Bradford

ACKNOWLEDGMENT

appeared day of FEBRYARY 2006 before me a Notary Public, the undersigned officer, personally
and acknowledged that The Texecuted the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.
in
COMMONWEALTH OF PENNSYLVANIA Notarial Seal James E. Smith, Notary Public Bradford Twp., McKean County My Commission Expires June 25, 2008 Member, Pennsylvania Association Of Notarias
State of County of
On this the day of 20, before me a Notary Public, the undersigned officer, personally
instrument and acknowledged that he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.
SEAL. My commission expires: (Notary Public)
State of CORPORATE ACKNOWLEDGMENT
On this the day of, 20, before me a Notary Public, the undersigned officer, personally appeared, who acknowledged h self to be the of of name of the corporation by h self as to do so, executed the foregoing instrument for the purposes therein contained by signing the
SEAL, My commission expires:



David T. Mobley
Vice President – Land Administration

January 18, 2012

Re: Adjustment in Royalty Payments

Dear Royalty Owner:

As a royalty owner in one or more wells operated by Chesapeake, you share in the economic benefits of natural gas production. We appreciate our relationship with you and are mindful of the trust you placed in us to explore and produce your minerals. Since we drilled our first well in Pennsylvania, our company has paid almost \$2 billion in lease bonuses and royalties to individuals, businesses and townships across Pennsylvania.

I am sending you this letter to let you know of some adjustments you will notice in your royalty payments this year. Let me explain the reason for the adjustments: In 2008-2009, several lawsuits were filed in Pennsylvania seeking to clarify whether royalty owners should share in the expense of post-production functions necessary to get the gas to market. These are costs incurred beyond the wellhead after the gas is ready for sale or use. Opinions varied on this issue as it had never been decided in Pennsylvania. The Pennsylvania Supreme Court agreed to hear the case, and in a ruling issued March 24, 2010, the Supreme Court held in the case of *Herbert Kilmer*, et al. vs. Elexco Land Services, Inc. et al., 605 Pa. 413, 990 A.2d 1147, (Pa. 2010), that post-production costs, such as gathering, compression and transportation, are properly shared by royalty owners through proceeds deductions unless the lease expressly provides otherwise.

Your lease is on a form that does not specifically address these types of costs. Given the uncertainty of how your lease could be interpreted, we felt it was prudent to suspend the deduction of these costs while the case was being considered. Royalties paid under other lease forms have always borne these deductions. Now that the Supreme Court has spoken on the issue in the *Kilmer* case and determined that post-production costs are properly allowable under the terms of your lease, we will now comply with that decision.

EXHIBIT

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Effective with your January 2012 check, Chesapeake will no longer absorb your share of these post-production costs and your payments will be reduced by these amounts. We will also recoup the costs that have been suspended back to the date of the *Kilmer* decision (but not before), which we believe is the fairest way to handle those deductions. Currently, these costs range between \$0.55 - \$0.65 per Mmbtu.

We know recouping past costs in a single month could create a hardship for some of our royalty owners. We don't want that to happen, so we will spread the recouping of costs over a minimum of six months.

As a result of these adjustments, you will see a reduction in the amount you receive for your royalty share. The reduction will be more significant until the past months' costs are recouped, but then should become less apparent in the future. The deductions will be itemized on your check stub detail. To the extent you also receive payments under your lease from other producers, such as Anadarko and Statoil, it is our understanding they have consistently been deducting these costs already so your payments from them should not be affected.

If you have any questions about your lease, these deductions or the nature and extent of these deductions, please feel free to call our Owner Relations Department toll-free at 1-877-245-1427.

Thank you for allowing us to develop your mineral interest. We look forward to continuing to share the rewards of this clean-burning, domestic energy with you for years to come.

Very truly yours,

David T. Mobley

Min mobey

ANADARKO PETROLEUM CORPORATION

06/29/2012 32643557

Owner Number; Check Number: Check Total:

Check Date:

638.20

SETTLEMENT STATEMENT P.O. BOX 1330 HOUSTON TX 77251

ANY QUESTIONS PLEASE CALL OUR OWNER RELATIONS HOTLINE AT 800-359-1692

EXHIBIT

PRINT AND RETAIN THIS STATEMENT OF OIL OR GAS PAYMENTS FOR INCOME TAX PURPOSES

MI... MINERAL_INTEREST_UNLEASED RU... NON PARTICIPATING ROYALTY BL... BLANCHARD LIQUID PRODUCTS PLANT CONDENSATE PP... PRODUCTION PAYMENT OR... OVERRIDING ROYALTY WI... WORKING INTEREST RI... ROYALTY INTEREST 300,40F... CONDENSATE CR... SURFACE OWNER GASOLINE SULPHUR HELIUM PRODUCT CODE INTEREST TYPE 200-206... GAS 209... 40C... 40Ъ... 400... 409... I... STATE WITHHOLDING T... TRANSPORTATION V... AD VALOREM TAX * May include other taxes ADJUSTMENT CODE S... SEVERANCE TAX* X... OTHER DEDUCTS Z... SETTLEMENT C... COMPRESSION D... DEHYDRATION M... SERVICE FEE P... PROCESSING G... GATHERING R... TREATING GAIN/LOSS F... FUEL

OWNER	0.28	0.51	230.58	350.53	23.67	32.63	638.20
ADJ O	s e	s o	S S	S	νυ	S	
OWNER ADJMTS / C	ST/	STATE: PA 0.00 0.00	STATE: PA 0.00 0.00	STATE: PA 0.00 0.00	STATE: PA 0.00 (9.71)	STATE: PA: 0.00 (13.39)	
OWNER		15.0	230.58	350.53	33.38		661.30
OWNER DECIMAL INTEREST	4DFORD 0.00001327	ADFORD 0.00001327	ADFORD 0.00922407	ADFORD 0.00922407	NDFORD 0.00048847	0.00048847	
PROPERTY NET VALUE	COUNTY: BRADFORD 14,739.80 0.000	COUNTY: BRADFORD 27,356.32 0.000	COUNTY: BRADFORD 17,722.04 0.009	COUNTY: BRADFORD 26,941.05 0.009	COUNTY: BRADFORD 48,440.81 0.000	COUNTY: BRADFORD 66,787.02 0.000	
PROPERTY ADJMTS/ TAXES	69 69	0.00 (11,231.47)	0.00 (7,276.03)	0.00 (11,060.98)	0.00 (19,887.98)	0.00 (27,420,24)	
PROPERTY GROSS VALUE	20,791.40	38,587.79	24,998.07	38,002.03	68,328.79	94,207.26	
ВТП	1.032	1.034	BARRETT 1H .87 1.030	.88 1.034	1.032	1,033	
PRICE	OTTEN 1H 1.87	OTTEN 2H 1.88	JOHN BAR 1.87	1.88		ACLA 6H 1.87	
PROPERTY	11,104.75	20,571.70	13,369.77	20,253.70	36,487.91	50,265,91	W. College Col
INT TYPE	79000001 RJ	31300001 RI	13800003 RU	RI	RI	FIGURE TOTALS YOUR TOTALS	2
PROD	PROPERTY:4487900001 4/12 203 RI	PROPERTY;44881300001 4/12 203 RI	PKOPERTY:44893800003 4/12 203 RI PROPEPTY:44896700003	4/12 203 RI	4/12 203	203 203 YOUR 1	
PROD DATE	PROPE	PROPE 4/12	4/12 4/12	4/12	4/12	4/12	

Royalty Check Remittance Statement

Owner Number: Payment Date: Payment Number: Payment Total:

Jun 26, 2012 300

216.33

ANY QUESTIONS PLEASE CALL

RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

		· · · · · · · · · · · · · · · · · · ·				
Property Name/County/State	Sales Date	Product	Int. Type	Code	Property Gross	Owner Net
Property Number	BTU/Gravity	Prop. Volume	Price		Value	Value
Owner Decimal Interest	UOM	Owner Volume			1	1
JOHN BARRETT 1H / BRADFORD / PA	04/2012	G	RI	GROSS	84,147.02	108.15
421000660	1.031	47,807.00		GTH	25,309.98	32.53
.00128522	MCF	61.00		NET	58,837.04	75.62
JOHN BARRETT 2H / BRADFORD / PA	04/2012	G	RI	GROSS	127,475,07	163.83
421000658	1.031	72,423.00	1.76	GTH	38,342.18	49.28
.00128522	MCF	93.00		NET	89,132.89	114.55
ACLA 2H / BRADFORD / PA	04/2012	G	RI	GROSS	243,712.40	15.58
421000785	1.032	138,462.00	1.76	GTH	73,304,55	4.69
.00006394	MCF	9.00		NET	170,407.85	10.89
ACLA 6H / BRADFORD / PA	04/2012	G	RI	GROSS	335,737.71	21.47
421000787	1.032	190,745.00	1.76	GTH	100,984.22	6.46
.00006394	MCF	12.00		NET	234,753.49	15.01
OTTEN 1H / BRADFORD / PA	04/2012	G	RI	GROSS	59,983.64	.13
421000644	1.033	34,079.00	1.76	GTH	18,042.10	.04
.00000215	MCF	.00		NET	41,941.54	.09
OTTEN 2H / BRADFORD / PA	04/2012	G	Ri	GROSS	111,120.33	.24
421000648	1.033	63,131.00	1.76	GTH	33,422.81	.07
.00000215	MCF	.00		NET	77,697.52	.17
				TOTAL		
				GROSS	962,176.17	309.40
				GTH	289,405.84	93.07
				NET	672,770.33	216.33
				141-1	0/2///0.00	∠10.33

INTEREST TYPE	
ORRI	Overriding Royalty
RI	Royalty Interest
WI	Working Interest

PRODUCT

COMPONENT CODE	
GROSS	Gross Value
GTH	Gathering Fee
NET	Net Value



PAYMENT REFERENCE NUMBER 0000029836 CHECK AMOUNT \$475.92 CHECK DATE 06/25/2012 OWNER #

Interest Owner Statement

WELL	wc	W	/ELL DE	SCRIPTION		STA	(TE	COU	NTY	AF	,	INT TYPE	DOI/UN	****
PROD MNTH	PROD CODE	LEASE GROSS VOLUME	UNIT PRICE	LEASE GROSS VALUE	LEASE GROSS TAXES	LEASE GROSS DEDUCT	LEASE NET VALUE	DISB DECIMAL	OWNER GROSS VOLUME	OWNER GROSS VALUE	OWNER TAXES	OWNER DEDUCT	OWNER NET VALUE	вти
000031	01	Otten 1H				PENNSYLVAN	VIA AIV	BRADFORD		370152011800		RI 01	0.00001326	
04/2012	203	5,184.77	2.286	11,689.29	00,0	5,844.65	5,844.64	0.00001326 WELL TOTAL	0.07 0.07	0.16 0.16	0.00 0.00		0.16 0.16	1000
000038	01	Otten 2H				PENNSYLVAN	NA	BRADFORD		370152011900		RI 01	0.00001326	
04/2012	203	9,615.38	2.231	21,776.02	0.00	10,746.61	11,029.41	0.00001326 WELL TOTAL	0.13 0.13	0.29 0.29	0.00 0.00	0.00 0.00	0.29 0.29	1000
000048	01	John Barrett 2h	1			PENNSYLVAN	liΑ	BRADFORD		370152013300		RI 01	0.00909509	
04/2012	203	12,498.78	2.268	28,345.25	0.00	14,046.32	14,298.93	0.00909509 WELL TOTAL	113.68 113.68	257.80 257.80	0.00		257.80 257.80	1031
000049	01	John Barrett 1F	ł			PENNSYLVAN	liA	BRADFORD		370152013400		RI 01	0.00909509	
04/2012	203	8,250.33	2.260	18,643.86	0.00	9,238.92	9,404.94	0.00909509 WELL TOTAL	75.04 75.04	169.57 169.57	0.00 0.00	0.00 0.00	169.57 169.57	1027
000129	01	ACLA 2H				PENNSYLVAN	IIA	BRADFORD		370152064060		RI 01	0.00040518	
04/2012	203	21,996.19	2.267	49,903.28	0.00	24,726.44	25,176.84	0.00040518 WELL TOTAL	8.92 8.92	20.22 20.22	0.00 0.00	0.00 0.00	20.22 20.22	1030
000130	01	ACLA 6H				PENNSYLVAN	ia.	BRADFORD		370152064100		RI 01	0.00040518	
04/2012	203	30,301.07	2.270	68,805.20	0.00	34,095.64	34,709.56	0.00040518 WELL TOTAL	12.28 12.28	27.88 27.88	0.00 0.00	0.00 0.00	27.88 27.88	1032
								OWNER TOTAL	-				475.92	

This is not a payment. It is the detail for a payment that has been made. Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. In correspondence, please refer to well number and owner number.

PRODUCT CODES 1XX - OIL (BBL)

2XX - GAS (MCF)

3XX - CONDENSATE (BBL)

4XX - PLANT PRODUCTS (GALS)

INTEREST TYPES RI - ROYALTY

OR - OVERRIDING ROYALTY

WI - WORKING INTEREST

DATE C PRICE T GP	VOLUME TAX				OWNER					
		DEDUCT	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	вти
Gross Value refers to may reflect the price	the sales price rece received from an aff	gived by the ope Filiated purchas	rator/Lesse er.	e before de	duction (of taxes. It				
Volume of gas is the volume loss and fuel use	volume (mcf) of gas p =.	produced which m	ау ог тау п	or be equal	to the v	olume of gas	sold dep	ending on		
626935-OTTEN 1H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.143 2 01	.00 .00 .00 .00 10542.17 .00	STATE: P/ .009T .002Q -753.01UA	.00 .00 23343.37	BRADFORD .00001328 .00001328 .00001328 EASE TOTAL	LE .00 .00 .14	.00	9 ACRES: A .00 .00 .00 0.00	ASYLUM TOWN .01 .08 01 0.08	01 08	
627016-OTTEN 2H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.111 2 01	.00 .00 .00 .00 20331.33 .00	STATE: PA .009T .002Q -1506.02UA	.00 .00 44427.71	BRADFORD .00001328 .00001328 .00001328 EASE TOTAL	LE .00 .00 .27	.00	9 ACRES; A .00 .00 .00 .00	SYLUM TOWN .02 .15 02 0.15	SHI 02 15 .59 0.42	1033
627210-JOHN BARRETT 2H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.138 2 01	.00 .00 .00 .00 26014.25 .00	5TATE: PA .009T .002Q -1752.57UA	.00 .00 57383.15	BRADFORD .00907810 .00907810 .00907810 EASE TOTAL	LE .00 .00 236.16	.00	056 ACRES; .00 .00 .00 .00	ASYLUM TO 17.84 132.65 -15.91 134.58	WNS -17.84 -132.65 520.93 370.44	1031
627215-JOHN BARRETT 1H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.131 2 01	.00 .00 .00 .00 17172.10 .00	STATE: PA .00 9T .00 2Q -1153.33 UA	.00 .00 37747.99	BRADFORD .00907810 .00907810 .00907810 EASE TOTAL	LE .00 .00 155.89	.00	056 ACRES: .00 .00 .00 .00	ASYLUM TO 11.73 87.26 -10.47 88.52	WNS -11.73 -87.26 342.68 243.69	1027
831743-ACLA 2H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.140 2 01	.00 .00 .00 .00 47760.34 .00	STATE: PA .00 9T .00 2Q -2993.15 UA	.00 .00 105202.88	BRADFORD .00038421 .00038421 .00038421 EASE TOTAL	LE .00 .00 18.35	.00	L87 ACRES; .00 .00 .00 0.00	TERRY TOW 1.38 10.30 -1.15 10.53	-1.38 -10.30 -10.42 28.74	1031
831744-ACLA 6H 412 2 0.000 2 01 412 2 0.000 2 01 412 2 2.141 2 01	.00 .00 .00 .00 65823.38 .00	STATE: PA .009T .002Q -4112.33UA	.00 .00 145050.88	BRADFORD .00038421 .00038421 .00038421 EASE TOTAL	LE .00 .00 25.29		.87 ACRES; .00 .00 .00 .00	TERRY TOWN 1.91 14.19 -1.58 14.52	NSH -1.91 -14.19 55.73 39.63	1032
999912-MISCELLANEOUS REC 612 2 0.000 2 R3	COUPMENT PA .00 .00	STATE: PA .00 AO	COUNTY: .00 1	PENNSYLVANI. L.00000000	A LEG	GAL: .00	.00	546.51	-546.51	
INTEREST TYPES (IT)	pi	RODUCT CODE (PC)		DE	DUCT CODE	.				
2-ROYALTY		-GAS (MCF)		BW-BA IT-INTE NE-NE FR-FIX	CKUP WITH	HOLDING 1*-0 2*-0 INSE 3*-0 IJ 4*-F	GATHERING GATHERING GATHERING PROCESSING COMPRESSIO	9*- TH/RI	LING SPORTATION	
					CHECK	TOTAL			\$136.	63
OWNER NUMBER		CHE	CK NUMBER	₹ 1518	6665		CHECK	DATE	6/22/2012	

CHESAPEAKE APPALACHIA, LLC

RE VENUE DISTRIBUTION ACCOUNT P.O. Box 18496 Oklahoma City, OK 73154 (877) 245-1427

Owner No.	Check No.
817871	15186665
Date	Amount

6/22/2012

Pay To The Order Of

Non-Negotiable

*******\$136_63

Chesapeake Appalachia, Inc. P.O. Box 18496 Oklahoma City, OK 73154 (877) 245-1427

PAGE: 2

PROD P I PY		LEASE		PAYMENT			OWNER		·	
DATE C PRICE T GP	VOLUME	TAX DE	DUCT NET VAL	UE DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	BTU
Gross Value refers may reflect the pr Volume of gas is t line loss and fuel								ending on		
				OWNER TOTAL		931.52	.00	546.51 244.63 32.89 -29.14	2* 9*	
INTEREST TYPES ((17)	PRODUCT 2-GAS (M	CODE (PC)	BW- (T-In NE- FR-I	DEDUCT COD BACKUP WITH ITEREST VETTING EXPI VETTING EXPI	HOLDING 1* 2* ENSE 3* DJ 4*-1	GATHERING GATHERING GATHERING PROCESSING COMPRESSIO	9*- THIR		
					CHECK	TOTAL			\$136	.63
OWNER NUMBER			CHECK NUM	BER 15	186665		CHECK	DATE	6/22/2012	,

PAGE: 1

Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. When writing, refer to lease number and owner number.

PROD F	I PY		LEA	SE		PAYMENT			OWNER			
DATE C PRICE		VOLUME	TAX		NET VALUE	DECIMAL.		OSS VALUE	TAX	DEDUCT	NET	BTU
may Fiflect	the pric	e receive	es price receiv d from an affi	liated purchas	er.							
Volume of ga line loss as	is is the nd fuel u	volume (se.	mcf) of gas pro	oduced which m	ay or may	not be equal	to the volu	me of gas	sold dep	ending on		
626935-OTTEN 512 2 0.00 512 2 0.00 512 2 2.00	1H 00 2 01 00 2 01 00 2 01	.0 .0 11295.1	.00	STATE: PA .009T .002Q .00	.00 .00 22590.36	BRADFORD .00001328 .00001328 .00001328 .EASE TOTAL	LEGAL .00 .00 .15	: 942.6499 .00 .00 .30 0.30	ACRES: A .00 .00 .00 .00	.08	01 08	: 1031
627016-OTTEN 512 2 0.00 512 2 0.00 512 2 2.03	2H 0 2 01 0 2 01 8 2 01	.0 .0 19578.3	.00	STATE: PA .009T .002Q .00	.00 .00 39909.64	BRADFORD .00001328 .00001328 .00001328 .EASE TOTAL	LEGAL .00 .00 .26	: 942.6499 .00 .00 .53 0.53	ACRES; A .00 .00 .00 0.00	.14	02 14	1032
62721 O -JOHN E 512 Z 0.00 512 Z 0.00 512 Z 2.06	ARRETT 21 0 2 01 0 2 01 2 2 01	.00 .00 25742.1	.00	STATE: PA .009T .002Q -577.21UA	.00 .00 53657.70	BRADFORD .00907810 .00907810 .00907810 EASE TOTAL	LEGAL .00 .00 233.69	: 811.9200 .00 .00 481.87 481.87	056 ACRES; .00 .00 .00 .00	ASYLUM TOW 16.57 131.32 -5.24 142.65	/NS -16.57 -131.32 487.11 339.22	1030
627215 -JOHN 8 512 Z 0.00 512 Z 0.00 512 Z 2.05	ARRETT 10 0 2 01 0 2 01 6 2 01	f .00 .00 17491.5	.00	STATE: PA .009T .002Q -393.25UA	.00 .00 36360.03	BRADFORD .00907810 .00907810 .00907810 EASE TOTAL	LEGAL .00 .00 158.79	: 811.9200 .00 .00 326.51 326.51	56 ACRES: .00 .00 .00 0.00	ASYLUM TOW 11.22 88.98 -3.57 96.63	NS -11.22 -88.98 330.08 229.88	1027
831743 -ACLA 2 512 2 0.00 512 2 0.00 512 2 2.06	H 0 2 01 0 2 01 3 2 01	.00 .00 47213.76	.00	STATE: PA .00 9T .00 2Q -806.85 UA	.00 .00 98201.50	BRADFORD .00038421 .00038421 .00038421 EASE TOTAL	LEGAL .00 .00 18.14	707.7451 .00 .00 .00 37.42 37.42	87 ACRES; .00 .00 .00 0.00	TERRY TOWN 1.29 10.17 31 11.15	-1.29 -10.17 -10.17 37.73 26.27	
512 2 0.000	H 0 2 01 0 2 01 5 2 01	.00 .00 68191.87	.00	STATE: PA .002Q .009T -1145.21UA	.00 .00 142031.70	BRADFORD .00038421 .00038421 .00038421 EASE TOTAL	LEGAL .00 .00 26.20	707.7451 .00 .00 .00 54.13 54.13	87 ACRES; .00 .00 .00 0.00	TERRY TOWN 14.71 1.86 44 16.13	-14.71 -1.86	1032
999912-MISCEL 712 2 0.000	LANEOUS R 3 2 R3	ECOUPMENT		STATE: PA .00AO		PENNSYLVANI 1.00000000	A LEGAL:	.00	.00	507.16	-507.16	
					C).	WNER TOTAL		900.76	.00	507.16 A 245.40 2 30.97 9	t	
INTEREST 1	TYPES (IT)	PROD	DUCT CODE (PC)		DE	DUCT CODE					
2-R0YALTY	***************************************		2-G <i>i</i>	AS (MCF)		BW-BA IT-INTI NE-NE FR-FIX	CKUP WITHHOLEREST TTING EXPENSE ED RATE ADJ YALTY VOL ADJ	2*- G 3*- G 4*- P	ATHERING ATHERING ATHERING ROCESSING OMPRESSIO	9°- THIRD	ING SPORTATION PARTY	
							OUEOUTO	· A 1			***	
OWNER NUME	BER		1	CHEC	CK NUMBER	1518	7362	AL	CHECK	DATE	\$126. 7/23/2012	
CHESAPH REVENUE DISTI P.O. Box 18496 O (877) 245-1427	RIBUTION A	ACCOUNT	HIA, LLC	l				Owner N Date 7/23/201	o.	Check 15187	362	

Pay To The Order Of

Non-Negotiable

Chesa**g**pake Appalachia, Inc. P.O. B**<**18496 Oklah **>**na City, OK 73154 (877) **∠**41-1427

PAGE: 2

PROI			Τ,	ГРҮ			<u> </u>		LEA	SE.				PAYME	IT	·			OW	NER	··· ··· ·· · · · · · · · · · · · · · ·		
DATI	=	PRICE	1	r GP	一	/OLUME	Ţ	TAX		DEC	טעכז	NET V	ALUE	DECIM	u V	OLUME	GROS	S VALUE	TAX	~	DEDUCT	NET	вти
Gro)SS	value eflect	re th	fers e pr	to ice	the sale	es pr d fro	ice :	recei affi	ved by liated	the o	perator, aser.	/Less	ee befo	re dedu	ction	of ta	xes. 1	t	'	············		
						olume (r														depen	ding on		
1 17	ie		RO	ruei	use	•															-9.56	l Up	
																					-5.50	126.7	9
<u> </u>	INT	EREST	TYP	ES (IT)				PRO	סטכד כ	ODE (P	c)			DEDU	CT CO	DE						
:	2-R	:0YALTY							2-6	AS (MCI	=)				BW-BACI IT-INTER NE-NETT FR-FIXED	EST ING EXI RATE	PENSE ADJ	2*· 3*·	GATHER GATHER GATHER PROCES	ING ING	6*- MARI 7*- HANE 8*- TRAN 9*- THIRI	LING ISPORTATIO	N
															RV-ROYA	LTY VO	L ADJ		COMPRI			VARIANCE	
																CHEC	C TOTA	L				\$126	5.79
OW	NE	R NUMI	3EF	₹							CH	IECK NU	IMBEI	₹	15187	362			СН	ECK D	ATE	7/23/201	2



PAYMENT REFERENCE NUMBER 0000032274 CHECK AMOUNT \$448.72 CHECK DATE 07/25/2012 OWNER #

Interest Owner Statement

WELL	wc	V	/ELL DE	SCRIPTION		STA	πE	cou	NTY	Al	2	INT TYPE	DOI/UN	17, 7: 15: 15: 15: 15: 15: 15: 15: 15: 15: 15
PROD MNTH	English to the control of the contro	LEASE GROSS VOLUME	UNIT PRICE	LEASE GROSS VALUE	LEASE GROSS TAXES	LEASE GROSS DEDUCT	LEASE NET VALUE	DISB DECIMAL	OWNER GROSS VOLUME	OWNER GROSS VALUE	OWNER TAXES	OWNER DEDUCT	OWNER NET VALUE	Вти
000031	01	Otten 1H				PENNSYLVAN	IIA	BRADFORD		370152011800	}	RI 01	0.00001326	
05/2012	203	5,373.30	2.143	11,406.49	0.00	6,033.18	5,373.31	0.00001326 WELL TOTAL	0.07 0.07	0.15 0.15	0.00 0.00		0.15 0.15	1000
000038	01	Otten 2H				PENNSYLVAN	IIA	BRADFORD		370152011900	ł	RI 01	0.00001326	
05/2012	203	9,332.58	2.250	19,984.92	0.00	10,463.80	9,521.12	0,00001326 WELL TOTAL	0.12 0.12	0.27 0.27	0.00 0.00		0.27 0.27	1083
000048	01	John Barrett 2H	1			PENNSYLVAN	liA	BRADFORD		370152013300		RI 01	0.00909509	
05/2012	203	12,365.88	2.132	26,367.95	0.00	13,887.03	12,480.92	0.00909509 WELL TOTAL	112.47 112.47	239.82 239.82	0.00 0.00	0.00 0.00	239.82 239.82	1030
000049	01	John Barrett 11-	ı			PENNSYLVAN	ΊΑ	BRADFORD		370152013400		RI 01	0.00909509	
05/2012	203	8,402.48	2.127	17,867.62	0,00	9,410.30	8,457,32	0.00909509 WELL TOTAL	76.42 76.42	162.51 162.51	0.00 0.00	0.00 0.00	162.51 162.51	1027
000129	01	ACLA 2H				PENNSYLVAN	íA	BRADFORD		370152064000		RI 01	0.00040518	
05/2012	203	21,727.80	2.133	46,380.19	0.00	24,424.10		0.00040518 WELL TOTAL	8.81 8.81	18.79 18.79	0.00 0.00	0.00 0.00	18.79 18.79	1031
000130	01	ACLA 6H				PENNSYLVAN	IA	BRADFORD		370152064100		RI 01	0.00040518	
05/2012	203	31,393.16	2.137	67,077.59	0.00	35,323.48	•	0.00040518 WELL TOTAL	12.72 12.72	27.18 27.18	0.00 0.00	0.00 0.00	27.18 27.18	1032
								OWNER TOTAL	_				448.72	

This is not a payment. It is the detail for a payment that has been made. Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. In correspondence, please refer to well number and owner number.

PRODUCT CODES

1XX - OIL (BBL)

2XX - GAS (MCF)

3XX - CONDENSATE (BBL)

4XX - PLANT PRODUCTS (GALS)

INTEREST TYPES RI - ROYALTY

OR - OVERRIDING ROYALTY

WI - WORKING INTEREST

Royalty Check Remittance Statement

MITSUI E&P USA LLC 9 GREENWAY PLAZA, SUITE 1250 HOUSTON, TX 77046

Owner Number:

Payment Date:

Jul 30, 2012

Payment Number: Payment Total:

197.30

ANY QUESTIONS PLEASE CALL 855-560-4755

RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

Property Name/County/State	Sales Date	Product	Int. Type	Code	Property Gross	Owner Net
Property Number	BTU/Gravity	Prop. Volume	Price		Value	Value
Owner Decimal Interest	UOM	Owner Volume				
OTTEN 1H / BRADFORD / PA	05/2012	G	RI		57,380.13	.12
421000644	1.032	34,118.00	1.68		18,423.72	.04
.00000215	MCF	.00		NET	38,956.41	.08
OTTEN 2H / BRADFORD / PA	05/2012	G	RI	GROSS	100,419.14	.22
421000648	1.032	59,709.00	1.68	GTH	32,242.86	.07
.00000215	MCF	.00.		NET	68,176.28	.15
ACLA 2H / BRADFORD / PA	05/2012	G	RI	GROSS	225,188.63	14.40
421000785	1.032	133,896.00	1.68	GTH	72,303.84	4.62
.00006394	MCF	9.00		NET	152,884.79	9.78
ACLA 6H / BRADFORD / PA	05/2012	G	RI	GROSS	325.728.85	20.83
421000787	1.032	193,677.00	1.68	GTH	104,585.58	6.69
.00006394	MCF	12.00		NET	221,143.27	14.14
JOHN BARRETT 1H / BRADFORD / PA	05/2012	G	RI	GROSS	80,188.77	103.06
421000660	1.032	47,680.00	1.68	GTH	25,747.20	33.09
.00128522	MCF	61.00		NET	54,441.57	69.97
JOHN BARRETT 2H / BRADFORD / PA	05/2012	G	RI	GROSS	118,253.40	151.98
421000658	1.032	70,313.00	1.68	GTH	37,969.02	48.80
.00128522	MCF	90.00		NET	80,284.38	103.18
				TOTAL		
				GROSS	907,158.92	290.61
				GTH	291,272.22	93.31
			į	NET	615,886.70	197.30

INTEREST TYPE	
ORRI	Overriding Royalty
RI	Royalty Interest
WI	Working Interest

PRODUCT	
G	GAS
GP	GAS

COMPONENT CODE	
GTH	Gathering Fee
GROSS	Gross Value
NET	Net Value

SETTLEMENT STATEMENT ANADARKO PETROLEUM CORPORATION

Check Date: Check Number:

32660350 07/31/2012

Owner Number:

Check Total:

P.O. BOX 1330 HOUSTON TX 77251

ANY QUESTIONS PLEASE CALL OUR OWNER RELATIONS HOTLINE AT 800-359-1692

PRINT AND RETAIN THIS STATEMENT OF OIL OR GAS PAYMENTS FOR INCOME TAX PURPOSES

* May include other taxes

GAIN/LOSS

RI... ROYALTY INTEREST CR... SURFACE OWNER

Z... SETTLEMENT X... OTHER DEDUCTS V... AD VALOREM TAX T... TRANSPORTATION S... SEVERANCE TAX* R... TREATING P... PROCESSING M... SERVICE FEE C... COMPRESSION
D... DEHYDRATION ADJUSTMENT CODE F... FUEL G... GATHERING I... STATE WITHHOLDING 621.62 40D... 400... 209... PP... PRODUCTION PAYMENT WI... WORKING INTEREST 40C... OR... OVERRIDING ROYALTY INTEREST TYPE 300,40F... CONDENSATE 200-206... GAS PRODUCT CODE PLANT CONDENSATE OIL SULPHUR LIQUID PRODUCTS GASOLINE HELIUM

MI... MINERAL_INTEREST_UNLEASED RU... NON PARTICIPATING ROYALTY BL... BLANCHARD

621 62			645.11										
	G.	(13.89)				(28,430.02)	5 5				YOUR TOTALS	YOUR	
32,50	Ω	0.00	46.39	0.00048847	66,546.04	0.00	94,976.06	1.80 1.032		01,040.70	2		
		STATE: PA	S	FORD	COUNTY: BRADFORD				į		7.7	707	5/12
	G	(9.60)				(19,000.75)		Ë	ACI A SU	>	PROPERTY:44933600002	RTY:449	PROPE
22.48	S	0.00	32.08	0.00048847	46,019.74	00.0	05,080.49	100.1		, t	į		
		STATE: PA	co.	FORD	COUNTY: BRADFORD		CE (20) 40		5	70 PCE SE .	Z .	203	5/12
	G	0.00				(10,947.04)	The state of the s	T .	ACI A SH		PROPERTY:44929400001	RTY:449	PROPE
337.33	SZ.	0.00	337.33	0.00922407	25,623.63	00.0	70,0/	500.1		*L.06.7.1	ì		
		STATE: PA	co.	FORD	COUNTY: BRADFORD			96 1 022		10 641 17	<u> </u>	203	5/12
····	ଦ	0.00				(02.7.17.7.)		JOHN BARRETT OF	NHO	2	PROPERTY:44896700002	RTY:448	PROPE
228.56	S	0.00	228.56	0.00922407	17,361.55	(2,717.2)	24,778,83	.00			;		
		STATE: PA	tr.	יריסאני	COUNTERAUFORD			ו אמ ו		13 746 91	≅	5/12 203	5/12
	c	0.00		1000	מואדעי פחים)	F	JOHN BARRETT 1H	NHOF	3	PROPERTY:44893800003	RTY:448	PROPE
	3	0.00				(10,844.20)							
0.48	C/3	0.00	0.48	0.00001327	25,383.71	0.00	36,227.91	1.86 1.033		19,457.72	ž	100	
		STATE: PA	0)FORD	COUNTY: BRADFORD	٠, 0			-		10 00000100	5/17 202	5/1/
	ଦ	0.00				(6,197.13)					POOUSE PROPERTY ASSESSED	פווייים	ad Oak
0.27	S	0.00	0.27	0.00001327	14,506.03	0,00	20,703.16	1.60 1.03.2		11,102.00	ă	1	•
		STATE: PA	6)FORD	COUNTY: BRADFORD		1		-	_	TG Doopool	5/12 703	5/13
200		0.110							2		DRODERTY-JARTONOOM	7.7.d	מק בי
VALUE NET	CODE PD	ADJMIS!	GROSS	DECIMAL	PROPERTY NET VALUE		GROSS VALUE	ETU BTU	TY PRICE	CODE TYPE QUANTITY	TYPE		DATE
		OWNIED	OMNED	OWNER	Н	PROPERTY			₹		- Z	PROD	PROD

PAGE: 1

Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. When writing, refer to lease number and owner number.

PROD F	I	PY		I	.EASE			PAYMENT]	·······	***************************************	OWNER			
DATE	PRICE T	GP	VOLUME	TAX	DEDU	ст	NET VALUE	DECIMAL	VOLUME	GROSS VA	ALUE	TAX	DEDUCT	NET	вти
Gros≤ may #	Value refe offect the	ers t	o the sales e received	price re	eived by	the op	erator/Less	ee before o	leduction	of taxes.	It				
Volumn line	of gas is loss and fu	the	volume (mc					not be equa	il to the	volume of	gas s	old depe	ending on		
52693 1111 1111 1111 1111 1111 1111 1111 11	4.455 2 0.000 2	RRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR	-18825.30 18825.30 -16566.27 16566.24 15060.24	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	9036 753 -753 42200 2259 -2259 40693 36171 35418 753 -753	.01 UA .01 UA .00 2Q .00 9T .00 .76 2Q .00 8T .00 .00 2Q	PA COUNTY -87349.40 76807.23 -87349.40 76807.23 -00 -72289.16 63253.01 -66265.06 66265.06 -66265.06 -7002.73 -76054.22 760783.13 70783.13 70783.13 70783.13 -00 -324649.59 258477.77 -65512.05 65512.05	: BRADFORD .00001328 .0000	2 .2 .0 2 .0 2 .0 9	150 122 150 122 150 122 150 150 150 150 150 150 150 150 150 150	.59990 .16 .16 .96 .96 .97 .87 .87 .80 .98 .98 .98 .98 .99 .99 .91 .87 .90 .91 .87 .90 .91 .87 .90 .91 .87 .90 .91 .87 .90 .90 .90 .90 .90 .90 .90 .90	O ACRES: .000 .000 .000 .000 .000 .000 .000 .0	ASYLUM THE COLOR OF THE COLOR O	-1.16 -1.0196840188888112 -4.13 3.501111112 -4.34941101 -3.918702 -4.18 3.71018911018911018911010203	1030 1030 1030 1030 1030 1030 1030 1030
INTE:	YALTY	(IT	7)		PRODUCT CO)	BW-E	EDUCT COD ACKUP WITH TEREST ETTING EXP	HHOLDING	2*- GAT	HERING HERING	6*- MARI 7*- HANI	DLING	
								FR-F RV-R	ETTING EXP XED RATE A OYALTY VOI	ADJ	4"- PRC	HERING DCESSING APRESSION	9°- THIR	SPORTATION D PARTY VARIANCE	
OWNER	NUMBER	Ī				СН	CK NUMBER	₹ 151	92407	-		CHECK E	DATE	2/21/2013	
REVENUE P.O. Box 1- (877) 245-1	: DISTRIBUT 8496 Oklahon 427	ION A		·	******					D	er No. ate /2013		Check 15192 Amo	k No. 2407	

Pay To The Order Of Non-Negotiable

PROD F		I PY		LE	ASE			PAYMENT				OWNER			
DATE		T GP	VOLUME	TAX	DEDUC		NET VALUE	DECIMAL	VOLUME	GROSS V		1	DEDUCT	NET	вти
Gros±5	Walue re	fers e pri	to the sale ce received	s price rece I from an aff	ived by t iliated p	the op ourcha	ierator/Lessi iser.	ee before (feduction	of taxes	. I	t			
I I I I I I	.ss and	iuei	e volume (n use.	ncf) of gas p	roduced w	hich	may or may ı	not be equa	al to the	volume o	ıf ga:	s sold depen	ding on		
		2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R	55764.86 -753.01 -753.03 -753.03 -55011.30 -16566.27 -16566.27 -10584.34 -19578.31 -19578.31 -00 -00	00 .00 .00 .00 .00 .00 .00 .00 .00 .0	30896. 753. -753. 12048.	.00 8T .00 .00 2Q .00 2Q .00 8T .01 UA .00 2Q .00 9T .00 9T .00 00 19 2Q .00 00 00 00 00 00 00 00 00 00 00 00 00	.00 -1506.02 1506.02 .00 -214770.16 183873.40 .00 -65512.05 .00 .00 -74548.19 62500.00 -85843.37 75301.20 .00 38403.61	.00001327 .00001328 .00001328 .00001328 .00001327 .00001327 .00001327 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328	- 0 - 0	0 1.1 0 3 3 0 2 2 0 0 3 3 5 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	2.88 .00 02 .02 .05 2.85 .00 86 .86 .00 99 1.14 1.14 1.14 .00 .05 .00	.00 .00 .00 .00 .00 .00 .00 .00	.42 .01 .00 .00 .01 .01 .01 .01 .13 .02 .00 .16 .00 .14 .01 .01	2.46 01 02 01 -2.85 2.44 01 87 13 02 99 83 -1.14 01 51 02 02	103 103 103 103 103 103 102 102 103 103
311 2 311 2 410 2 2 411 2 2 411 2 2 411 2 2 510 2	4.571 4.571 4.571 4.571 4.571 4.059 4.059 4.059 4.059 4.167 4.432 4.432 4.432 4.432 4.432 4.432 4.432 4.432 4.557 4.	R2 R2 R1 R2 R1 R2 R2 R2	-31626.51 31626.51 -26355.42 26355.42 .00 -25602.41 25602.41 25602.41 25601.36 -27861.45 27861.45 27861.45 -00 -119065.56 -27108.43 27108.43	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	18072. 15060. 1506. -1506. 72343. 3012. -3012.	00 24 2Q 00 8T 02 UA 02 UA 00 2Q 00 9T 00 05 UA 05 UA 00 9T	A COUNTY: -144578.31 126506.02 .00 -120481.93 105421.69 .00 -105421.69 105421.69 .00 -527505.65 455162.02 -126506.02 126506.02 -542577.24 475508.67 -126506.02	BRADFORD .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001327 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328 .00001328	LE42 .42 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	-	5.599 1.92 .00 1.60 1.60 1.38 .00 7.00 7.00 1.64 1.64 1.64 1.64 1.64 1.64	900 ACRES; A .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	ASYLUM TO .00 .00 .24 .01 .00 .20 .01 .02 .02 .01 .00 .96 .04 .04 .02 .00 .00 .89 .00 .00	-1.92 -1.68 -01 -1.60 -1.40 -01 -1.40 -01 -1.68 -01 -1.68 -02 -7.20 -7.20 -6.31 -1.68	1032 1032 1032 1032 1032 1032 1030
INTER	REST TYP	ES (I	г)	PRO	ODUCT COD	E (PC)	D	EDUCT COD	E.					
2-80)	/ALTY			2-	GAS (MCF)			IT-IN NE-N FR-F	BACKUP WITH TEREST ETTING EXPE EXED RATE AI OYALTY VOL	ENSÆ Dj	2*- 3*- 4*-	GATHERING GATHERING GATHERING PROCESSING COMPRESSION	9*-THIRI	LING ISPORTATION	
									CHECK	TOTAL				\$147.	30
OWNER	OWNER NUMBER CHECK NU							151	15192407 CHECK DATE 2/21/2013						

PROD P		1	PΥ			LEASE			PAYMENT			OWNER			
DATE C	PRICE	Ш	GΡ	VOLUME	TAX		פטעכד	NET VALUE	DECIMAL	VOLUME	GROSS VALU	TAX	DEDUCT	NET	вти
Gross may re	Value r eflect t	ef he	ers pri	to the sale ce received	s price from an	received l affiliate	y the o	perator/Less aser.	ee before a	ieduction	of taxes.	īt			
1 ''''	of gas	i: fu	s th	e volume (m use.	cf) of g	as produce	ed which	may or may i	not be equa	1 to the	volume of g	s sold dep	ending on		
511 2 511 2 511 2 610 2 611 2 611 2 611 2 710 2 711 2 712 2 71	3.825 3.825 0.000 0.000 3.553 3.553 0.000 4.419 4.419 0.000	222222222222222222222222222222222222222	KRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR	.00 -107008.29 -107008.29 -107008.29 -24849.40 -24849.40 -24849.40 -24849.40 -24849.40 -24849.40 -55011.30 -55011.30 -55011.30 -7530.12 -7530.12 -7530.12 -7530.12 -7530.12 -7530.12 -753.01 -		.000	.00 2Q .00 9T .00 2Q .00 8T .00 2Q .00 8Z .67 2Q .00 8Z .67 2Q .00 8Z .67 2Q .00 8Z .0	-487565 94 426526 00 -112198 80 112198 80 .00 -516201 96 457422 76 -116716 87 116716 87 .00 -771288 62	.00001328 .00001327 .00001327 .00001327 .00001328	.00 -1.4433 .00 -1.33 -1.333333333333	0	0 .00 7 .00 7 .00 9 .00	.21 .02 .00 .81 .00 .19 .02 .02 .02 .02 .01 .01 .01 .01 .01 .01 .00 .67 .00 .00 .67 .01 .00 .00 .00 .00 .00 .00 .00 .00 .00	02 -6.47 -5.66 -1.49 02 -6.85 -6.07 02 -1.55 19 02 -3.60 -3.19	1.027 1.027 1.032 1.032
	REST TY	PES	5 (I	r)		PRODUCT 2-GAS (MC		:)		EDUCT CODE		GATHERING	C* MAD	**************************************	_
									IT-INT NE-N FR-FI	ACKOR WITH TEREST ETTING EXPE XED RATE AL OYALTY VOL	2*. ENSE 3*. DJ 4*.	GATHERING GATHERING GATHERING PROCESSING COMPRESSIO	9°-THIR		
										CHECK	TOTAL			\$147.	30
OWNER	NUMBE	R					СН	ECK NUMBER	151	92407		CHECK	DATE	2/21/2013	

PAGE: 4

PROD = I PY		LE <i>A</i>			PAYMENT			OWNER			
DATE C PRICE T GP	VOLUME	TAX	DEDUCT	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	B Tu
Gros ≤/alue refers may æflect the pr	to the sales	price recei from an affi	ved by the	operator/Less chaser.	ee before d	eduction	of taxes. I	t			
Volume of gas is t line bss and fuel	he volume (mc							s sold depe	ending on		
1212 2 0.000 2 01	.00	.00	.00		.00001328 EASE TOTAL	.0	00.0 1.06		.04 7.81	04 -6.75	
62721 OJOHN BARRETT 111 4.684 2 R1 111 N 4.684 2 R1 111 N 6.84 2 R1 111 N 0.000 2 R2 211 N 0.000 2 R2 211 N 0.000 2 R2 211 N 0.000 2 R2 311 N 0.000 2 R2 410 N 4.192 2 R1 410 N 4.192 2 R1 410 N 2 4.504 2 R1 411 N 0.000 2 R2 411 N 0.00	-38769.07 38769.07 38769.07 34057.73 34057.73 -00 -34880.81 34880.81 34880.81 319660.73 -119660.73 -36329.07 36329.07 36329.07	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	STATE .00 22062.35 .00 19394.09 3048.32 -3048.32 -3048.32 .00 68054.55 .3385.65 .3385.65 .3385.65 .3385.65 .00 67169.98 .2609.79 .00 .00 62185.732 .00 62185.732 .00 61251.50 .00 61251.50 .00 23117.942 .00 23117.942 .00 269.48	-181593.60 159531.25 BT .00 -155800.41 2Q 136406.31 BT .00 JA -142806.54 JA 142806.54 JA 142806.54 2Q .00 BT .00 -501607.56 2Q 433553.01 JA 167024.42 JA 167024.42 JA 167024.42 JA 167113.25 JA 167113.2	BRADFORD .00889343 .00906655 .00906655 .00906655 .00906655 .00906655 .00906655 .00889343 .008893	-344.7: 344.7: 344.7: 344.7: 302.8: 302.8: 300.2: 310.2: 310.2: 310.2: 310.2: 310.2: 310.2: 310.2: 310.2: 310.2: 323.0: 323.0: 323.0: 318.96	9 1614.99 1.00 9 -1385.60 1.385.60 1.385.60 1.385.60 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	ASYLUM TO .000 196.21	OWNS -1614. 99 1418. 88 4. 8. 89 -1385. 60 1213. 12 1270. 04 1270. 04 1270. 04 -179. 88 -7. 12 -4547. 83 3930. 83 -1485. 42 -187. 07 -17. 51 -4890. 97 4281. 97 -1486. 21 -183. 82 -20. 08 4533. 74 -1332. 02 -16. 66 -16. 66 -16. 66 -10. 97 -11. 81 -1388. 44 -173. 09 -19. 41 -1388. 44 -173. 09 -19. 41 -1388. 44 -173. 09 -19. 41 -1388. 44 -173. 09 -19. 41 -1388. 44 -173. 09 -19. 41 -1344. 21	1034 1034 1031 1033 1033 1033 1033 1033
INTEREST TYPES (17)	PRO	DUCT CODE (PC)	DI	DUCT CODE	Ξ				
2-ROYALTY		2-G	AS (MCF)		IT-INT NE-NE FR-FI	ACKUP WITH EREST ETTING EXPE KED RATE AL DYALTY VOL	2*- NSE 3*- DJ 4*-	GATHERING GATHERING GATHERING PROCESSING COMPRESSIOI	9*-THIR		
						CHECK	TOTAL			\$147.	30
OWNER NUMBER				HECK NUMBER	R 151:	92407		CHECK	DATE	2/21/2013	

PROD P		Ι	PΥ		LE	ASE		PAYMENT			OWNER			
DATEC	PRICE	Т	GΡ	VOLUME	TAX	DEDUCT	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	BTU
Gross may r	Value r eflect t	ef he	ers pri	to the sale	s price rece from an aff	ived by the iliated pur	operator/Less	ee before o	leduction	of taxes. I	t			
i i ine	DSS and	1 11	ne i	ie volume (m use.	cf) of gas p	roduced whi	ch may or may	not be equa	l to the	volume of gas	s sold depe	ending on		
811 22 811 22 910 22 910 2 911 2 911 2 911 2 1010 2 1010 2 1011 2 1011 2 1011 2 1011 2 1110 2 1210 2 1210 2 1210 2 1212 2 1212 2 1212 2	0.000 0.000 3.578 3.578 0.000 4.609	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	R2 R2 R2 R2	32755.64 .00 .00 -85134.92 .85134.92 .00 -30842.99 .00 -87622.08 .87622.08 .87622.85 .00 -31862.85 .31862.85 .00 -42201.94 42201.94 42201.94 38730.84 38730.84 .00 26292.95	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-1269.48 .00 .00 .00 48370.11 .00 1076.08 -1076.08 .00 .00 49704.68 .00 .741.00 .00 23966.01 .00 22027.50 .00 -1359.32	2Q .00 9T .00 -327385.83 2Q 279015.72 88	.008.9343 .008.89343 .00906655 .00906655 .008.89343 .008.89343 .008.89343 .008.89343 .009.06655 .00906655 .009.06655 .008.89343	291.3 .00 .00 -771.8 771.8 .00 -274.3 .00 -794.4 .794.4 .794.4 .00 -283.3 .283.3 .00 -375.3 .375.3 .375.3 .344.45 .344.45 .00 .00	0	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-11.29 166.71 16.60 438.55 7.86 9.57 -9.57 156.98 11.26 450.65 6.59 -6.59 -61.73 13.16 5.67 195.90 10.71 -12.34 134.08 33.29 5940.55	1344.21 -166.71 -16.60 -2968.26 2529.71 -7.86 -11.36.06 -156.98 -11.26 -1.126.06 -156.98 -11.26.06 -156.76 -1.31.40 -7.52 -1078.84 -161.73 -13.16 -1342.74 1129.60 -5.67 -1587.72 1391.82 -10.71 888.16 -134.08 -33.329	1032 1032 1031 1031
627215- 111 2 111 2 111 2 211 2 211 2 211 2 311 2 311 2 311 2 311 2 410 2 410 2 411 2	4.647 4.647 0.000 4.532 4.532 0.000 3.976 3.976 0.000 0.000	2222222222	R1 R2 R1 R2 R1 R2 R2 R2 R2	LH -24337.07 24337.07 .00 -21432.68 21432.68 .00 -22343.46 22343.46 .00 .00 .71548.71 71548.71 -22747.13 22747.13	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	STATE .00 13741.60 .00 12093.20 .00 1938.511 -1938.51 .00 .00 40711.197 2121.791	PA COUNTY: -113105.97 Q 99364.36 iT .00 -97141.37 Q 85048.18 iT .00 IA -90782.75 IQ .00 IT .00	BRADFORD .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343 .00889343	-216.44 216.44 216.49 -190.61 190.61 198.71 198.71 198.70 -00 -648.70 -202.30 202.30	1005.90 .00 -863.92 863.92 .00 -790.13 .00 .00	0.00 056 ACRES: .00 .00 .00 .00 .00 .00 .00 .00 .00 .0		-5064.73 WNS -1005.90 883.69 -5.53 -863.92 756.37 -4.99 -807.37 807.37 -114.35 -2720.63 -2720.63 -230.64 930.64	1026 1026 1026 1025 1024 1024 1034 1032 1032
INTE	EREST TY	PES	5 (1	π)	PRO	DDUCT CODE	(PC)	D	EDUCT CODE	.				
2-RC	2-ROYALTY 2-GAS(MCF)							IT-IN NE-N FR-FI	ACKUP WITH TEREST ETHING EXPE XED RATE AE OYALTY VOL	2* ENSE 3* DJ 4*	GATHERING GATHERING GATHERING PROCESSING COMPRESSION	9*- THIR		
									CHECK	TOTAL			\$147.	30
OWNER	NUMBE	R					HECK NUMBER	R 151	92407		CHECK	DATE	2/21/2013	

PROD = I F	PY		LEA	SE			PAYMENT			OWNER			
DATE - PRICE T	GP	VOLUME	TAX	DEDUC	Ť	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	ΒTτυ
Gros ⇒alue refermay ≠flect the	rs t pric	o the sale e received	s price recei from an affi	ved by th liated pu	ne op	erator/Less	ee before (leduction	of taxes. I				
Volum Wof gas is line %ss and fue	the el u	volume (m		•			not be equa	I to the	volume of gas	sold depe	ending on		
411	RRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR	.00 -70602.38 70602.38 70602.38 -22697.65 22697.65 .00 -66834.68 -21235.90 21235.90 .00 -55870.20 .00 -12545.22 12545.22	• /	40242.4 1652.9 -1652.9 -1652.9 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0	11 U 20 T 10 U 2	.000 -304786.27 266869.98 -96337.41 96337.41 96337.41 96337.41 .000 -280672.36 248923.79 .00 -57811.22 57811.22	BW-i FT-IN NE-N FR-F	-640.1 640.1 -201.8 201.8 -00 -605.9	0	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	9*- THIR		1036 1037 1032 1033 1033 1033 1033 1031 1031 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033 1033
								СНЕСК	TOTAL			\$147	30
OWNER NUMBER				1	СН	ECK NUMBEI	₹ 151	92407		CHECK	DATE	2/21/2013	

PAGE: 7

PROD P	1	PY			LEASE			PAYMENT	*****		OWNER			
DATE C PRICE	т (GP -	VOLUME	TAX	DI	DUCT	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	B7rU
may warrect	Ene	pric	e received	from an	affiliate	d purch	aser.			of taxes. It				L
1111E 1033 E	1U 1 U	ei u			is produce	O WATER	may or may	пот ве едиа	. To the	volume of gas	sold depe	ending on		
1210 N 4.59 1210 N 4.59 1210 N 0.00 1212 N 3.67 1212 N 0.00	16 2 10 2 10 2 10 2	R1 R2 R2 01 01	25168.02 .00 -23971.63 23971.63 .00 15220.15 .00	•	00 00 00 135 00	244.22 20 .00 8T .00 .03 .18 20 .00 8T .86.51 UA .00 20 .00 9T	.00 -110177.96 96584.78 .00 56656.13 .00 .00	.00889343 .00889343 .00889343 .00889343 .00889343 .00907810 .00907810 EASE TOTAL	223.8 .00 -213.19 213.19 .00 138.17 .00	0 -979.86 9 979.86 0 .00 7 507.19 0 .00 507.19	.00 .00 .00 .00 .00 .00 .00	126.68 3.36 .00 120.89 6.60 -7.14 77.65 19.27 3502.70	671.40 -3.36 -979.86 858.97 -6.60 514.33 -77.65 -19.27 -2995.51	1032 1032
831743 ACLA 2 111	#0002020202020222222222222222222222222	RRRS556444441222444	-92916.96 92916.96 92885.00 -92885.00 92885.00 -68305.31 .00 68337.28 .00 -87643.04 87643.04 87643.04 87675.00 -47916.50 .00 47887.98 .00 -76168.25 76168.25 .00 -76168.25		00	STATE: .00 80.35 2Q .00 8T 12.31 2Q .00 8T 12.31 2Q .00 2Q .00 2Q .00 9T .00 2Q	PA COUNTY: -426484.69 374704.34 -00 -374704.34 -00 374736.30 -209582.56 -00 209582.56 -00 209582.56 -00 396087.71 346768.56 -00 -396087.71 346736.56 -00 -127586.48 -00 -127586.48 -00 -127579.83 -00 -309051.97 -00 -309051.97 -00 -309051.97	BRADFORD	LE -29.07 -29.06 -29.06 -29.06 -21.37 -00 -21.38 -00 -27.42 -27.42 -27.43 -00 -27.43 -00 -28.41 -00 -23.83 -00 -23.83 -00 -23.83 -00 -23.83 -00 -23.83	0 .00 -133.44 0 .33.45 0 .00 -65.17 0 .00 65.17 0 .00 -123.92 123.92 00 -123.92 00 -49.02 -49.02 -95.64 95.64	187 ACRES; .000 .000 .000 .000 .000 .000 .000 .0	TERRY TOM 16.20 16.21 -74 -16.21 -74 16.21 -74 -11.98 -1.79 -1.79 -15.44 -73 -15.44 -73 -10.34 -1.44 -10.34 1.43 1.05 -1.05 -1.3.69	-133. 43 117. 23 1-74 -117. 24 -74 -65. 57 11. 98 -1. 79 65. 57 -11. 98 -1. 79 -123. 92 108. 49 -73 -108. 48 -73 -108. 48 -73 -108. 48 -73 -108. 48 -73 -108. 48	1033 1033 1032 1032 1033 1033 1033
INTEREST			·)		PRODUCT	CODE (PO	:)	Di	EDUCT CODE	Ē				
2-ROYALTY					Z-GAS (MC	F)		IT-INT NE-NI FR-FI	ACKUP WITH TEREST ETTING EXPE XED RATE AL DYALTY VOL	2*- 0 NSE 3*- 0 NJ 4*- F	SATHERING SATHERING SATHERING PROCESSING COMPRESSIO	9*- THIRE	LING SPORTATION	
									CHECK	TOTAL			\$147.	30
OWNER NUME	ER	L				СН	ECK NUMBER	151	92407		CHECK	DATE	2/21/2013	

PROD P		I	PΥ		LE	ASE			PAYMENT		***************************************	OWNER	***		
DATE C	PRICE	Т	GP	VOLUME	TAX	DEDUC	Т	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	вти
Gross may r	value r	ef he	ers pri	to the sale	s price rece from an aff	ived by tiliated p	the op	perator/Less	ee before o	eduction	of taxes. I	t .			<u></u>
Voluma		i	s th	ie volume (m					not be equa	1 to the	volume of gas	s sold depe	ending on		
<u></u>				.00	.00		. 00 9т	.00	00031396	-	0 00				
311 2 311 2 311 2 311 2 312 2 312 2 312 2 312 2 411 2	0.000 4.013 0.000 0.000 2.357 0.000 0.000 2.357 0.000	2	64 64	76168.25 .00	.00	-3356.	.13 UA .00 2Q	309051.97	.00031286 .00031286 .00031286	.01 23.83 .00	3 95.64	.00	54 -1.05 13.69	96.69	7.033
311 2 312 2	0.000 2.357	2	64 54	.00 49842.53-	.00		00 9T 98 UA	.00	00031286 00038421	.00 -19.1	.00	.00	.54 1.45	-13.69 54 -46.58	
312 2	0.000	2	54 54	.00.	.00		.00 2Q .00 9T	.00	.00038421	.00	00. C	.00	-10.75 -1.46	10.75	T-03T
312 2	0.000	2	64 64	49839.94 .00 .00	.00 .00 .00	-3773. ·	78 UA 00 2Q 00 9T	121229.47	.00038423	19.19	00.	.00.	-1.45 10.75	46.58 -10.75	
411 2	4.515 4.515	2	R1 R2	-86875.92 86875.92	.00	6392. -6392.	64 HA	.00 -398612.80 398612.80	.00038423 .00031286 .00031286	.00 -27.18	-122.71	.00	1.45 2.00 -2.00	-1.45 -124.71 124.71 -15.71	1033
411 2	0.000	2	R2	.00	.00		00 2Q 00 9T	.00	.00031286	27.18 .00	.00	.00 .00 .00	15.71 1.47	124./1 -15.71	1.O33
411 2	4.515 0.000	2	54 54	~86875.92 .00	.00	6392.	64 UA 00 2Q	-398612.80 .00	.00031286 .00031286	-27.18 .00	-122.71 .00	.00	2.00 -15.71	-1.47 -124.71 15.71	10 33
411 2	0.000 4.515	2	64	.00 86875.92	.00	-6392.		.00 398612.80	.00031286	.00 27.18	.00 122.71	.00 .00	-1.47 -2.00	1.47 124.71	
411 2 411 2 412 2	0.000 0.000 2.140	2	64 64 54	.00 .00 -47760.34	.00 .00 .00		00 2Q 00 9T	.00 .00 -105202.88	.00031286	.00	.00	.00	15.71 1.47	-15.7 <u>1</u> -1.47	
412 2	0.000	2	54 54	.00	.00		00 2Q 00 9T	-105202.88 00.	.00038421 .00038421 .00038421	~18.35 .00	.00	.00 .00 .00	1.15 -10.30	-40.42 10.30	1031
412 2	2.139 0.000	2	64 64	47783.88 .00	.00	-2966.	97 UA 00 2Q	105171.38	.00038423	18.36 .00	39.27	.00.	-1.38 -1.14 10.29	1.38 40.41 -10.29	1031
412 2 511 2	0.000 4.591	2	64 R1	.00 -86875.92	.00	703.	00 9T 19 UA	.00 -399571.69	.00038423	.00 -27.18	.00	.00	1.39	-10.29 -1.39 -125.01	
511 2 511 2	4.591 0.000	2	R2 R2 R2	86875.92 .00	.00 .00	-703.	00 2 o	399571.69 .00	.00031286 .00031286	27.18 .00	124.79	.00	~.22 15.46	125.01 -15.46	1032
511 2 511 2 511 2 511 2 511 2 511 2 512 2 512 2 512 2 512 2 512 2 512 2 512 2 512 2 512 2	0.000 4.591 0.000	2	54	.00 -86875.92 .00	.00 .00 .00	703.1	00 9T 19 UA	.00 -399571.69	.00031286	.00 -27.18	-124.79	.00.	1.69	-1.69 -125.01	1032
511 2	0.000 4.591	2	54 54 64	.00 .00 86875.92	.00	-703.	00 ZQ 00 9T	.00 .00 399571.69	.00031286 .00031286 .00031286	.00 .00 27.18	.00	.00.	-15.46 -1.69	15.46 1.69	
511 2 511 2	0.000	2	64	.00	.00	.(00 2Q 00 9T	00.	.00031286	.00	.00	.00 .00 .00	22 15.46 1.69	125.01 -15.46 -1.69	1.032
512 2 512 2	2.063 0.000	2	64 54 54 54	-47213.76 .00	.00	806.8).	85 UA 00 2Q	-98201.50 .00	.00038421	-18.14 .00	-37.42	.00	.31 -10.17	-37.73 10.17	1031
512 2 512 2	2 065	7	64	.00 47185.28	.00	-806.8	00 9T 81 UA	.00 98222.42	.00038421 .00038423	.00 18.13	.00 37.43	.00	-1.29 31	1.29 37.74	1031
512 2	0.000 0.000 4.498	2	64 64 R1	.00 .00 -71629,48	.00	. (00 2Q 00 9T	.00.	.00038423	.00	.00	.00 00.	10.18 1.29 .35	-10.18 -1.29	
011 2	4.496	2	КТ	-71029.40	.00	1118.	/ T UA	-323307.55	.00031286	-22.4 <u>1</u>	-100.80	.00	.35	-101.15	1032
INTE	EREST TY	PE!	S (I	т)	PR	ODUCT COD	E (PC	:)	Đ	EDUCT CODE	.				
2-RC	DYALTY		• • • • • • • • • • • • • • • • • • • •		2-	GAS (MCF)			BW-8	ACKUP WITH	HOLDING 1*-	GATHERING	6*- MARI	KETING	╗
									IT-INI NE-N	EREST ETTING EXPE	2*- ENSE 3*-	GATHERING GATHERING	7*- HANI		
										XED RATE AE OYALTY VOL	3J ADJ 4*-1	PROCESSING COMPRESSION	9°-THIR	D PARTY VARIANCE	
											3	COMPRESSION	V U-ENVE	VARIANCE	
	.,									CHECK	TOTAL		·	***	_
OWNER	NUMBE	R			1		Chi	ECK NUMBER	3 454	92407	TOTAL	CHECK		\$147.	
~ 11 11 L		•••				Ĺ	UHI	TOK MOMBE	` ¹⁹⁷	324U/		CHECK	JAIL	2/21/2013	Į

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PROD P	T	Ι	PΥ		LE	ASE			PAYMENT			OWNER		**********	
DATE C	PRICE	Ŧ	GР	VOLUME	TAX	DEDUCT	N	ET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	вти
Gross may r	alue eflect	ref the	ers pri	to the sale	s price rece from an aff	ived by th	e oper rchase	ator/Less	ee before o	deduction	of taxes. I	ŧ			
Volum		s 1.	s th	e volume (m	cf) of gas p				not be equa	ll to the	volume of ga	s sold dep	ending on		
611 2	4.498 0.000	3 2	R2	71629.48		-1118.7	1.UA	323307.55	.00031286				35	101.15	1.032
611 2 611 2 611 2 611 2	0.000) 2	R2 R2 R2 54	.00 .00 71629.48		.0	0 2Q 0 9T	00.	.00031286	.00	.00	.00	12.76 1.26	-12.76 -1.26	
611 2	0.000) 2	54	.00		.0	10A 02Q 09T	323307.55 .00 .00	.00031286	.00	.00	.00	.35 -12.76	10 76	
611 2 611 2 611 2	4.500	2	54 64 64	71597.52 .00	.00	-1118.7	1 UA :	323307.55	.00031286 .00031286 .00031286	22.40	100.80	.00	-1.26 35	101.15	1.032
611 2				.00 -43621.98	.00	.0 963.0	39T	.00 104187.81	.00031286	.00 -16.76	.00	.00	12.76 1.26 .37	-12.76 -1.26 -40.03	
1 612 2	0.000	2 2	54 54	.00.	.00	.0) 2Q) 9T	00.	.00038421	.00	.00	.00	-9.41 -1.17	-40.03 9.41 1.17	
612 2 612 2 612 2	0.000 2.366 0.000 2.366 0.000 0.000 4.554 0.000 0.000	2	64 64	43619.71 .00	.00 .00	-962.9 .00	5UA :	104156.36	.00038423	16.76	39.65	.00	-1.17 37 9.40	40.02 -9.40	1031
612 2 711 2	0.000 4.554	2	64 R1	.00 -76136.29	.00 .00	.00 1789.9	9T ≸UA -3	.00	.00038423 .00031286	.00 -23.82	.00 -108.47	.00	1.17 .56	-1.17 -109.03	
711 2 711 2	4.554 0.000	2	R2 R2	76136.29 .00	.00 .00		FUA 3)20	.00	.00031286 .00031286	23.82 .00	108.47	.00	56 13.59	109.03 -13.59	1032
711 2 711 2	4.332	~	34	.00 -76168.25	.00	1789.94	9T UA -3	.00 348526. <u>50</u>	.00031286	.00 -23.83	.00 -108.48	.00.	1.52 .56	~1.52 -109.04	1032
711 2 711 2 711 2	0.000 0.000		54 54	.00.	.00 .00	.0() 2Q) 9T	.00	.00031286 .00031286	00. 00.	.00	.00. 00.	-13.59 -1.53	13.59 1.53	
1 717 7	4.554 0.000 0.000		64 64 64	76136.29 .00 .00	.00	-1789.9 .00) 2 Q	348526.50 -00	.00031286	23.82	.00	.00 00.	56 13.59	109.04 -13.59	1032
711 2 712 2 712 2 712 2	2.598	ž	54 54	-43101.43 .00	.00 .00 .00	1249.32	9T !UA -1 !2Q	.00. 13245.36 00.	.00031286 .00038421 .00038421	.00. -16.56	~43.03	.00 .00	1.53 .48	-1.53 -43.51	1031
712 2 712 2	0.000 2.597	2	54 64	.00 43125.21	.00	.00 .00 -1249.25	9T	.00	.00038421	.00 .00 16.57	.00	.00.	-9.29 84	9.29 .84	
712 2 712 2 712 2 712 2 712 2	0.000	7	64 64	.00	.00	.00	20	.00.	.00038423	.00	.00	00. 00. 00.	48 9.30 .84	43.52 -9.30 84	1031
810 2 810 2	5.057 5.057	2 2 2	R1 R2 R2 S4	-40472.94 40472.94	.00	.00 23369.21	-7	04663.74 81294.53	.00039582	-16.02 16.02	-81.01	.00.	.00 9.25	-81.01 71.76	1031 1031
810 2 810 2	0.000 5.054	2 2	R2 54	.00 -40498.21	.00	.00 23343.94-	8T 20 -1	.00 81319.79	.00039582 .00039582	.00 -16.03	.00	.00	.18 -9.24	18 -71.77	1031
810 2 810 2 810 2 810 2 810 2 810 2 810 2	0.000 5.054	2	64	.00 40497.18	.00 .00	.00 23343.35	8T 2Q 1	.00 81315.21	.00039582	.00 16.03	.00	.00.	18 9.24	.18 71.77	1031
810 2 811 2	0.000 4.574	7	64 R1	.00 -27935.82	.00	.00 287.67	UA -1	.00 28076.46	.00039583 .00031286	.00 -8.74	.00 -39.98	.00	.18	18 -40.07	1032
811 2 811 2 811 2 811 2 811 2 811 2	4.574 0.000	2	R2 R2	27935.82 .00	.00 .00	~287.67 .00	2Q	28076.46 .00	.00031286	8.74 .00	39.98 .00	.00 .00	09 4.97	40.07 -4.97	1032
811 2	0.000 4.580	ź	R2 54	.00 -27903.85	.00	287.67		.00 28076.46	.00031286 .00031286	.00 -8.73	.00 -39.98	.00	.49 .09	49 -40.07	1032
INTE	EREST TY	/PES	5 (I	T)	PRO	ODUCT CODE	(PC)		r	EDUCT CODE	=				İ
·	YALTY			-		GAS (MCF)									-,
2-10	71AL11				۶-۰	GAS (MCF)			IT-IN	BACKUP WITH TEREST ETTING EXPE	2*-	GATHERING GATHERING	6"- MAR 7"- HANI	DLING	
									FR-F	IXED RATE AE OYALTY VOL	DJ 4*-	GATHERING PROCESSING	9"- THIR	NSPORTATION D PARTY	
											5	COMPRESSIO	N U*-LINE	VARIANCE	
						· · · · · · · · · · · · · · · · · · ·									
					<u>I</u>					CHECK	TOTAL	1		\$147	
OWNER	NUMBE	-K				L	CHEC	K NUMBER	R 151	92407		CHECK	DATE	2/21/2013	'

PROD P		I	PY			LE	ASE			PAYMENT			OWNER			
DATEC	PRICE	т (GP	VOLUME	TAX		DEDU	ст	NET VALUE	DECIMAL	VOLUME	GROSS VALU	E TAX	DEDUCT	NET	ВТИ
Gross	Value i	refe	rs ori	to the sale ce received	s price from ar	rece n aff	ived by	the or	perator/Less	ee before	deduction	of taxes.	It			<u></u>
Volums	e of gas	is	th	e volume (m					may or may	not be eau	al to the	volume of a	as sold den	endiaa on		
Tine	1055 And	J Tu	e i	use.			WW							choing on		
811 2 811 2 811 2 811 2 811 2	0.000	2	54 54	.00. 00.		.00		. 00 20 . 00 9T	.00	.0003128	.0	ō, ō	0 .00	49		
811 2	4.574 0.000 0.000	12	64 64	27935.82 .00 .00		.00.		. 67 UA . 00 20	128076.45 .00 .00	.00031286	.0	0. 0	ō .ōō	4.97	40.07 -4.97	1032
812 2 812 2	2.824	- 2	54	-41930.19 .00		.00	1171	.00 9T .23 UA .00 20	-119570.03 .00	.00031280 .00038421 .00038421	-16.1	1 -45.4	9 .00	.49	49 -45.94	1.031
812 2 812 2	0.000 2.824	2	54	.00 41928.01		.00	-1171	.00 9т	.00 119563.80	.00038421	00	0.0	00.0	-9.03 84 45	9.03 .84 45.94	7.021
812 2 812 2	0.000	2 1	64	.00. 00.		.00		00 2Q 00 9T	.00.	.0003842	.01	0. 0	ōö. o	9.03	-9.03 84	1.031
910 2	3.705	2 1	R1 R2	-172805.82 172805.82		.00	94588	00 45 2Q	-640164.72 545576.27	.00039582	-68.40 68.40	D -253.3 D 253.3	00.00	.00 37.44	-253.39 215.95	1009 1009
910 2 910 2 910 2 910 2 910 2 911 2 911 2 911 2	0.000 3.705 0.000	2 :	KZ 54	.00 -172805.82		.00	-94588.		.00 -545576.27	.00039582	-68-46	0.0 0 -253.3	00. C 00. ∈	.68 -37.44	68 -215.95	1009
910 2 910 2	3.705 0.000	2 (54 64	.00 172801.46 .00		.00 .00 .00	94586.	00 8T 06 2Q 00 8T	.00 545587.75 .00	.00039582 .00039583 .00039583	.00 58.40 .00	253.4	.00	68 37.44	.68 215.96	1.009
911 2 911 2	4.106 4.106	2 1	₹ <u>1</u> ₹2	-60825.93 60825.93		.00		O1 UA	-251454.32 251454.32	.00031286	-19.0. 19.0	3 -78.1	.00	.69 .54 54	69 -78.67 78.67	1031
911 2 911 2	0.000	2 F	₹2 ₹2	.00		.00.		00 2Q 00 9T	.00.	.00031286	00.	0, 0	.00	10.88	-10.88 78	1031
911 2 911 2	4.106 0.000	2 5	54 54	-60825.93 .00		.00		00 ZQ	-251486.29 .00	.00031286	-19.03 .00	3 -78.1) .00	00. 00.	.55 -10.87	-78.68 10.87	1031
911 2 911 2 911 2	0.000 4.107 0.000	2 6	54 54 54	.00 60793.97		.00	-1757.	00 9T 97 UA	.00 251454.32	.00031286	.00 19.02	78.1	.00	78 55	.78 78.67	1031
911 2	0.000	2 6	54 54	.00 .00 -40316.49		.00 .00 .00	1067.	00 2Q 00 9T	.00 .00 -100231.64	.00031286 .00031286 .00038421	.00 .00 -15.49) .00	.00	10.87 .78	-10.87 78	
912 2 912 2	0.000	2 5	4	.00.		.00		00 2Q 00 9T	.00	.00038421	.00	.00	.00	.41 -8.68 77	-38.51 8.68 .77	1031
912 2 912 2	2.460 0.000	2 6 2 6 2 6	14	40314.40 .00	:	.00 .00	-1067.	07 UA 00 ZQ	100226.43	.00038423	15.49 .00	38.10	.00	- 41 8.68	38.51 -8.68	1031
912 2 1010 2	0.000 3.872	2 6 2 R	i4 11	.00 -180587.14		.00	•	00 9т 00	.00 699282.50-	.00038423	.00 -71.48	.00 -276.79	00.0	.77 .00	77 -276.79	1033
911 2 912 2 912 2 912 2 912 2 912 2 912 2 1010 2 1010 2 1010 2 1010 2 1010 2 1010 2	3.872 0.000 3.872	222222222 2222222222222222222222222222	2	180587.14 .00 ~180612.40		.00	100399.	00.8T	598883.33	.00039582	71.48	.00	.00	39.74 .68	237.05 68	1033
1010 2	0.000	2 5	4	.00 180607.84		.00 .00 .00	-100424. 100421.	78 OO	-598858.07 .00 598893.46	.00039582 .00039582 .00039583	-71.49 .00 71.49	.00	.00	-39.75 68	-237.04 .68	1.033
1010 2 1011 2	0.000	2 6 2 R	4	.00 -74953.65		.00	1022.	00.8T	.00	.00039583	.00 -23.45	.00	.00	39.75 .68	237.06 68 -89.12	1033
1011 2	3.787	2 R	2	74953.65		.00	-1022.	BZ UA	284855.85	.00031286	23.45	88.80		.32 32	89.12	1032
TNTE	EREST TY	/DEC	ĆT.	Ŧì		DD	ODUCT COD	ne (no	•			_				ļ
		FE3		F.))E (PC	-J		EDUCT COD					[
Z-RC	YALTY					2-	GAS(MCF)			11-11	BACKUP WITH	2'	- GATHERING - GATHERING	6*- MAR 7*- HANI		
									FR-F	IETTING EXPI IXED RATE AI IOYALTY VOL	DJ 3,	- GATHERING - PROCESSING		SPORTATION D PARTY		
										144-1	OTALLI VOL		- COMPRESSIC		VARIANCE	
											CHECK	TOTAL			\$147.	30
OWNER	NUMBE	R						СНІ	ECK NUMBER	R 15	192407		CHECK	DATE	2/21/2013	

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PROD P		I	PΥ			LE	ASE			PAYMENT		W	OWNER		<u></u>	
DATEC	PRICE	т	GP	VOLUME	TAX	X	DEDU	ar_	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	BTU
Gross may r	alue elect	refe the	rs pri	to the sale	price from a	e rece an aff	ived by	the of	perator/Less	ee before d	eduction	of taxes. I	<u> </u>			
Volum	eof ga Tiss an	s is	th	e volume (m	f) of	gas p	roduced v	vhich	may or may	not be equa	I to the	volume of ga	s sold depe	ending on		
1011 2	0.000			.00		.00		.00 20	.00	.00031286	00	3 00		13.75		
1011 2	0.000 3.78	2	R2	.00 -74953.65		.00		.00 20 .00 9T .82 UA	.00	.00031286	.00 .00 -23.45	.00	.00	13.36 1.09 .32	-13.36 -1.09 -89.13	
1011 2 1011 2	0.000	32	54	.00.		.00		.00 2Q .00 9T		.00031286	.00	00.		-13.36 -1.09	13.36 1.09	
1011 2	3.787 0.000	1 2	64	74953.65 .00		.00	-1022	82 UA 00 20	284887.81	.00031286 .00031286	23.45	88.81	.00	32 13.36	89.13 -13.36	1.032
1011 2 1012 2	0.000 2.877	7 7	64 54	.00 -39093.20		.00	806.	.00 9T .85 UA	.00. 113271.39-	.00031286 .00038421	.00 -15.02	.00 2 -43.21	.00	1.09	-1.09 -43.52	1031
1012 2 1012 2 1012 2	0.000) 2	54 54	.00.		.00		00 2Q 00 9T	.00	.00038421 .00038421	.00.	00.00	.00 .00	~8.39 ~.68	8.39	200
1012 2	2.877 0.000) Z	64 64	39091.17 .00		.00		81 UA 00 ZQ	113291.52	.00038423	15.02 .00	.00	.00.	31 8.40	43.53 -8.40	1031
1012 2 1110 2 1110 2	0.000 3.522 3.522	2 2	64 R1 R2	.00 -98094.99		.00		00 9T	.00 -345490.00	.00038423	.00. -30.69	-108.09	.00.	.68	68 -108.09	1034
1110 2 1110 2 1110 2	0.000 3.523	2	R2 R2 54	98094.99 .00 -98063.03		.00 .00 .00	54816. -54816.	OO RT	290673.14 .00 -290673.14	.00031286	30.69 .00	.00	.00	17.15 .47	90.94 47	1034
1110 2	0.000 3.523	2	54 64	.00 98063.03		.00	54848.	00.8T	.00 290673.14	.00031286 .00031286 .00031286	-30.68 .00 30.68	.00	.00	-17.15 47	-90.94 .47	1034
1110 2	0.000 3.569	2 (64 54	.00 -76711.63		.00	1374.	00.8T	.00	.00031286	.00 -24.00	.00	.00. 00. 00.	17.16 .47 .43	90.94 47	1034
1111 2	0.000	2 !	54 54	.00		.00		00 2Q 00 9T	00.	.00031286	.00	.00	.00.	-13.69 -2.23	-86.08 13.69 2.23	1032
1111 2	3.567	2 (64 64	76743.59 .00		.00	-1374.	42 UA 00 2Q	275139.04 .00	.00031286	24.01	. 85.65	.00.	43 13.69	86.08 -13.69	1032
1111 2 1112 2	0.000 3.512	2	54 54 54	.00 -39561.70		.00	1249.	00 9T 32 UA	.00 -140209.78	.00031286 .00038421	.00 -15.20	.00	.00	2.22	-2.22 -53.87	1031
1112 2 1112 2 1112 2 1112 2 1112 2	0.000	- 2 :	54	.00. 00.		.00 .00	:	00 2Q 00 9T	.00	.00038421 .00038421	.00	.00	.00	-8.51 38	8.51 .38	1031
1112 2 1112 2	3.511 0.000	2 (54 54	39585.66 .00		.00 .00		00 2 Q	140228.51 .00	.00038423 .00038423	15.21 .00	.00	.00	48 8.51	53.88 -8.51	1031
1112 2 1210 2 1210 2 1210 2 1210 2 1210 2	0.000 4.535		54 RI.	.00 -83359.97		.00		00 9T	.00 -378028.51	.00038423	.00 -26.08	-118.27	.00 00.	.38 .00	38 -118.27	1034
1210 2 1210 2	4.535 0.000	2 F	32 32	83359.97 .00		.00		00 8T	331426.20 .00	.00031286	26.08 .00	.00	.00	14.58 .80	103.69	.1034
1210 2 1210 2 1210 2	4.535 0.000 4.535	2 2 2	54 54 54	-83359.97 .00 83359.97		.00 .00 .00	-46634.	008T	-331426.20 .00 331394.23	.00031286	-26.08 .00	.00	.00.	-14.59 80	-103.69 .80	1034
1210 2	0.000	2 6	-4	.00 -72684.27		.00		00 BT	.00	.00031286 .00031286 .00031286	26.08 .00 -22.74	.00	.00.	14.58 .80	103.68	1034
1211 2 1211 2 1211 2	0.000	2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	4	.00		.00	•	00 2Q 00 9T	.00	.00031286	.00	.00	.00 .00 .00	.26 -12.95 -1.72	-79.81 12.95 1.72	1035
						.00	•	00 51	.00	.00031200	.00	.00	.00	-1.72	1.14	
INT	EREST T	YPES	(I	т)		PRO	סטעכד כסו	DE (PO	:)	D	EDUCT CODE	Ē				
2-R0	DYALTY					2-	GAS (MCF)			BW-E	ACKUP WITH	IHOLDING 1*-	GATHERING	6*- MAR	KETING	\neg $ $
										IT-IN	EREST	2*-	GATHERING GATHERING	7*- HANI		
											XED RATE AL DYALTY VOL	JJ ADJ 4*-	PROCESSING	9°- THIR	D PARTY	
												5^-	COMPRESSIO	N U*-LINE	VARIANCE	
															<u>.</u>	_]
											CHECK	TOTAL			\$147	30
OWNER	RNUMB	ER						CH	ECK NUMBER	₹ 151	92407		CHECK	DATE	2/21/2013	·

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PROD		\neg	I PY		LE	ASE			PAYMENT			OWNER		····	
DATE	C PRI	CE	T GP	VOLUME	TAX	DEDU	ict	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	ВТО
Gro. may	s⊿≲⁄alu rflec	e re	efers ne pr	to the sale	s price rece from an aff	ived by	the op	perator/Less	ee before c	leduction	of taxes. I	t	***************************************	1	<u></u>
Vol:	u æ n of	gas		ne volume (m					not be equa	l to the	volume of ga	s sold depo	ending on		
1211 1211 1211	2 3.	500 000	2 64 2 64	72652.30 .00 .00	.00	-831	.04 UA .00 2Q	.00	.00031286 .00031286	.0	0 .00	.00	26 12.95	-12.95	
1212 1212 1212 1212	3.000 3.000	669 000 000	2 01 2 01 2 01 2 01	42032.12 .00 .00	.00 .00 .00 .00	-2316	.00 9T .32 UA .00 2Q .00 9T	.00	.00031286 .00038423 .00038423 .00038423 EASE TOTAL	.0 16.1 .0 .0	5 59.25 0 .00	.00	1.72 ~.89 9.07 2.25 273.77	-1.72 60.14 -9.07	1.030
83174 111	∰CLA P 4.	6н 591	2 R1	-96720.58	.00		ATE: 1	PA COUNTY: -444032.47	BRADFORD .00031286	-30.20	EGAL: 707.74!	5187 ACRES:	2/3.// TERRY TO	WNSH	1.022
111	10.50 4.0.50 4.0.50	91 91	2 R2 2 R2 2 S4	96720.58 .00 -96720.58	.00 .00 .00	53953 -53953	.00 8T .85 2Q	390078.63 .00 -390078.63	.00031286 .00031286 .00031286	30.26 .00 -30.26	5 138.92 2 .00 5 -138.92	.00 .00 .00	16.88 .76 -16.88	122.04	10 33
111	10.00	90	2 64 2 64 2 64	.00 96720.58 .00 -84862.24	.00. 00. 00.	53953	.00 BT	.00 390014.70 .00	.00031286 .00031286 .00031286	.00 30.26 .00	00 .00 38.90 00 .00	.00.	76 16.88 .76	.76 122.02 76	LO 33
112 112 112	TWNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNNN	100 100 152	2 R1 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2 R2	.00 .00 .00 84862.24	.00 .00 .00 .00		.16 UA .00 2Q .00 9T	-260531.87 .00 .00 260531.87	.00031286 .00031286 .00031286	-26.55 .00 .00	00.	.00 .00	.50 -14.89 -2.24	-81.51 14.89 2.24	
112 112 211	2 0.0 2 0.0 4.5	00 00 19	2 64 2 64 2 R1	.00 .00 .00 -89145.30	.00 .00 .00		. 20 0A . 00 2Q . 00 9T . 00	.00 .00 .00 -402831.94	.00031286 .00031286 .00031286 .00031286	26.55 .00 .00 -27.89	00. (.00 .00	~.49 14.89 2.23	81.51 -14.89 -2.23	
211 211 211	2 4.5 2 0.0 2 4.5	19 00 19	2 R2 2 R2 2 54	89145.30 .00 -89145.30	.00 .00 .00	50150.	23 2Q 00 8T	352681.71 .00 -352713.67	.00031286 .00031286 .00031286	27.89 27.89 -27.89	126.03	.00 .00 .00 .00	.00 15.69 .74	-126.03 110.34 74	1.032 1032
211 211 211	2 0.0 2 4.5 2 0.0	00 7 18 7 00 7	2 54	.00 89145.30 .00	.00 .00 .00	50150.	.008T	.00 352649.75 .00	.00031286 .00031286 .00031286	.00 27.89 .00	.00 126.02	.00 .00 .00	-15.69 73 15.69 .73	-110.35 .73 110.33 73	1032 1032
212 212 212	2 2.6 2 0.0 2 0.0	65 2 00 2 00 2	64 2 64 2 54 2 54 2 54 2 54	-65146.66 .00 .00	.00 .00 .00		00 00 20 00 9T	-173629.00 .00 .00	.00038421 .00038421 .00038421	-25.03 .00 .00	-66.71 .00	.00 .00 .00	.00 -14.07 -1.95	-66.71 14.07 1.95	1.032
212 212 212	2 0.00 2 0.00 2 4 0	66 2 00 2 00 2	64	65143.27 .00 .00 -81985.55	.00 .00 .00 .00		00 00 2Q 00 9T	173645.99 .00 .00	.00038423 .00038423 .00038423	25.03 .00 .00	.00	.00 .00 .00	.00 14.07 1.95	66.72 -14.07 -1.95	1032
311 311 311	2 4.00 2 0.00 2 0.00	14 2 00 2 00 2	R2 R2 R2 R2 S4 S4 S4	81985.55 .00 .00	.00 .00 .00		84 UA 00 2Q 00 9T	-332672.76 332672.76 .00	.00031286 .00031286 .00031286 .00031286	-25.65 25.65 .00	-102.95 102.95 .00	.00 .00 .00	1.13 -1.13 14.74	-104.08 104.08 -14.74	1033 1033
311 3	2 4.0. 2 0.00 2 0.00	14 2 00 2 00 2	54 54 54	-81985.55 .00 .00	.00 .00 .00	3611.		-332672.76 .00 .00	.00031286 .00031286 .00031286	-25.65 .00	.00. -102.95 .00 .00	.00 .00 .00 .00	.59 1.13 -14.74	59 -104.08 14.74	1.033
311 7	2 4.03	14 2	64	81985.55	.00	-3611.	84 UA	332672.76	.00031286	25.65	102.95	.00	59 -1.13	.59 104.08	1033
IN	ITEREST	ТҮР	ES (1	т)	PRO	DDUCT COL	DE (PC)	ום	EDUCT CODE	<u> </u>				
2-	-ROYALTY	r			2-(GAS (MCF)			IT-INT NE-NI FR-FI	ACKUP WITH EREST ETTING EXPE XED RATE AL DYALTY VOL	2*- NSE 3*- NJ 4*-	GATHERING GATHERING GATHERING PROCESSING COMPRESSION	9*- THIR		
										CHECK	TOTAL			64.7	
OWN	ER NUM	BEF	₹				CHE	CK NUMBER	151	92407	IVIAL	CHECK	DATE	\$147. 2/21/2013	30

PROD P	İ	I PY		1	_EASE			PAYMENT			OWNER		<u></u>	
DATEC	PRICE	T GP	VOLUME	TAX	DEDU	СТ	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	B⁻TU
Gross may re	Value :	refers the pr	to the sal	es price re d from an a	ceived by	the of	perator/Less	≘e before d	eduction	of taxes. I	t		<u></u>	L
Volume 9mulov		is t	he volume (-		not be equa	1 to the	volume of ga	s sold depe	ending on		
311 2 311 2	0.000	2 64				.00 2Q .00 9T		.00031286 .00031286	.00			14.74		
311 2 312 2 312 2 312 2	2.359 0.000	1 2 54	-63090.5	0 .00) 4789)	.05 UA	-153639.94 .00	.00038421	.00 -24.24 .00	4 -57.19	.00	.59 1.84 -13.61	-59.03	1.032
312 2 312 2 312 2	0.000 2.359 0.000	2 54 2 54 3 2 64 1 2 64	63087.2 63087.2	JO. I	-4788	.00 9T .80 UA .00 2Q	.00 153631.94 .00	.00038421 .00038423 .00038423	.00 24.24 .00	57.19	.00	-1.83 -1.84	1.83 59.03	1.032
312 2 411 2 411 2	0.000 4.514 4.514	2 64 2 R1	-94387.2	0 .00 7 .00) 6936	.009T	.00 -432973.21	.00038423 .00031286	.00 -29.53	00.00 3 -133.29	.00	13.61 1.84 2.17	-13.61 -1.84 -135.46	
411 2	0.000	2 RZ	94387.2 .00 .00	00.00) }	.01 UA .00 2Q .00 9T	432973.21 .00 .00	.00031286 .00031286 .00031286	29.53 .00	.00	.00 .00 .00	-2.17 17.06 1.59	135.46 -17.06 -1.59	1033
312 2 2 3 12 2 2 4 11	4.514 0.000 0.000	7 54	-94387.2 .00 .00	7 .00 0 .00	6967	.97 UA .00 2Q .00 9T	-433005.18 .00 .00	.00031286 .00031286 .00031286	-29.53 .00	3 -133.29 .00	.00. 00.	2.18 -17.06	-135.47 17.06	1. O 33
411 2 411 2 411 2	4.514 0.000 0.000	2 64	94387.27 .00	7 .00) .00	-6936	.01UA	433005.18 .00	.00031286	.00 29.53 .00	133.30	.00. 00. 00.	-1.60 -2.17 17.06	1.60 135.47 -17.06	1033
412 2 412 2 412 2	2.141	2 54 2 54	.00 65823.38- 00.	.00	4112	.00 9T .33 UA .00 2Q	.00 -145050.88 .00	.00031286 .00038421 .00038421	.00 -25.29 .00	.00	.00 .00 .00	1.60 1.58 -14.19	-1.60 -55.73 14.19	1032
412 2 412 2 412 2 412 2 412 2 511 2	0.000 2.141 0.000	2 54 2 64 2 64	.00 65819.95 .00	.00	-4112	.00 9T	.00 145043.33 .00	.00038421 .00038423 .00038423	.00 25.29 .00	.00 54.15	.00 .00	-1.91 -1.58	1.91 55.73	1032
412 2 511 2 511 2	0.000 4.595 4.595	2 64 2 R1	.00 -96209.17 96209.17	.00.	767	.00 9T	.00 -442881.80	.00038423 .00031286	.00. -30.10	.00 -138.32	.00 .00 .00	14.19 1.91 .24 24	-14.19 -1.91 -138.56 138.56	1033
511 2 511 2	0.000	2 R2	.00	.00		12 UA 00 2Q 00 9T	442881.80 .00 .00	.00031286 .00031286 .00031286	30.10 .00 .00	.00	.00 .00 .00	24 17.14 1.87	138.56 -17.14 -1.87	1033
511 2 511 2 511 2	4.595 0.000 0.000	2 54 2 54 2 54	-96209.17 .00 .00		767.	12 UA 00 2Q 00 9T	-442881.80 .00 .00	.00031286 .00031286 .00031286	-30.10 .00 .00	-138.32 .00	.00.	.24 -17.13	-138.56 17.13	1033
511 2 511 2 511 2	4.595 0.000 0.000	2 54 2 54 2 54 2 64 2 64 2 64	96209.17 .00	.00 .00	-767.	12 UA 00 ZQ	442849.84 .00	.00031286 .00031286	30.10 .00	138.31 .00	.00 .00 .00	-1.88 24 17.14	1.88 138.55 -17.14	1033
512 2 512 2	2.066 0.000	2 54 2 54	00. 68191.87- 00.	.00	1145.	00 ZQ	.00 -142031.70 .00	.00031286 .00038421 .00038421	.00 -26.20 .00	-54.13	.00 .00 .00	1.88 .44 -14.71	-1.88 -54.57 14.71	1032
512 2 512 2 512 2	0.000 2.065 0.000	2 54 2 64 2 64	.00 68214.35 00.	.00 .00 .00	-1145	00 9T 15 UA	.00 142024.31 .00	.00038421 .00038423 .00038423	.00 26.21 .00	.00 54.13	.00 .00 .00	-1.86 44 14.71	1.86 54.57	1032
512 Z 611 Z	0.000 4.503 4.503	2 64 2 R1 2 R2 2 R2	.00 -83328.01 83328.01	.00 .00	1310.	00 9T 49 UA	.00 -376526.24	.00038423	.00 -26.07	.00 -117.39	.00 .00	1.86 .41	-14.71 -1.86 -117.80	1033
611 2 611 2	0.000	2 R2	.00	.00	-1310. ·	49 UA 00 2Q	376526.24 .00	.00031286 .00031286	26.07 .00	117.39 .00	.00 .00	41 14.86	117.80 -14.86	1033
INTE	REST TY	PES (IT)	F	יאסטטכד כסו	DE (PC	:)	DI	EDUCT CODE	<u> </u>				
2-R0	YALTY				?-GAS(MCF)				ACKUP WITH		GATHERING	5*- MAR	KETING	- 7
								FT-INT NE-NE	EREST ETTING EXPE	2"- :NSE 3*	GATHERING GATHERING	7*- HAN		
								RV-R	XED RATE AD DYALTY VOL	ADJ 4"-	PROCESSING COMPRESSION		D PARTY VARIANCE	
				· · · · · · · · · · · · · · · · · · ·				***************************************	CHECK.	TOTAL			\$147.	30
OWNER	NUMBE	R				CHI	CK NUMBER	151:	92407		CHECK	PATE	2/21/2013	

PROD P		I	PY		LE	ASE		PAYMENT			OWNER	<u></u>		
DATEC	PRICE	Ŀ	GP	VOLUME	TAX	DEDUCT	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	"	DEDUCT	NET	ВТО
Gross	∀alue r ∈∏ect t	ef he	ers pri	to the sale ce received	s price rece from an aff	ived by the iliated pur	operator/Less	ee before o	leduction	of taxes. I	t			<u></u>
Volum s line	eof gas lss and	i:	s th uel	e volume (m use.	cf) of gas p	roduced whi	ch may or may	not be equa	il to the	volume of gas	s sold depe	ending on		
611 2 611 2 611 2 611 2 611 2 611 2	0.000 4.504 0.000 0.000 4.503 0.000	2 2 2 2	R2 54 54 54 64	.00 -83296.04 .00 .00 83328.01	.00 .00 .00 .00	1310.49 .00 .00 -1310.49	9T .00 UA -376494.28 2Q .00 9T .00 UA 376526.24	.00031286 .00031286 .00031286 .00031286 .00031286	-26.0 .0 .0 26.0	6 -117.38 0 .00 0 .00 7 117.39	.00 .00 .00 .00	1.48 .41 -14.87 -1.47 41	-117.79 14.87 1.47	1033
611 2 612 2 612 2	0.000 2.368 0.000 0.000	2	54 54	.00 .00 -64105.57 .00	.00 .00 .00	.00 1379.45 .00	UA -153197.47 2Q .00	.00031286 .00031286 .00038421 .00038421	0. 0. 24.6– 0.	0 .00 0 .00 3 ~58.33 0 .00	.00. 00. 00.	14.86 1.47 .53 -13.83	-14.86 -1.47 -58.86	1032
612 2 612 2 612 2 612 2	2.369 0.000 0.000	222	54 54 64 64 64 R1	.00 64102.23 .00	.00 .00 .00	.00 -1379.38 .00	UA 153215.52 2Q .00 9T .00	.00038421 .00038423 .00038423 .00038423	.0. 24.6 .00 0	3 58.34 0 .00 0 .00	.00 .00 .00 .00	-1.73 53 13.83 1.73	1.73 58.87	1032
711 2 711 2 711 2 711 2 711 2 711 2	4.558 4.558 0.000 0.000 4.558	2222	R2 R2 R2 R2	-84382.79 84382.79 .00 .00	.00 .00 .00	1981.72 -1981.72 .00	UA 386594.64 20 .00 9T .00	.00031286 .00031286 .00031286 .00031286	-26.46 26.46 .00	0 120.33 0 .00 0 .00	.00 .00 .00 .00	.62 62 15.08 1.69	-120.95 120.95 -15.08 -1.69	1033
711 2 711 2 711 2 711 2 711 2	0.000 0.000 4.558 0.000	2 2 2	54 54 54 64	-84382.79 .00 .00 84382.79	.00 .00 .00	2013.68 .00 .00 -2013.68	2Q .00 9T .00 UA 386626.61	.00031286 .00031286 .00031286 .00031286	-26.40 .00 .00 26.40	0 .00 0 .00 0 120.33	.00 .00 .00 .00	.63 -15.08 -1.69 63	-120.96 15.08 1.69 120.96	
711 2 712 2 712 2 712 2 712 2	0.000 0.000 2.599 0.000 0.000	2	64 54 54 54 54	.00 .00 -61945.29 .00	.00 .00 .00	.00 .00 1795.89 .00	9T .00 UA -162775.57 2Q .00	.00031286 .00031286 .00038421 .00038421	.00 .00 -23.80 .00	.00) -61.85) .00	.00 .00 .00 .00	15.08 1.70 .69 -13.36	-15.08 -1.70 -62.54 13.36	1031
612 2 612 2 711 2 711 2 711 2 711 2 711 2 711 2 711 2 711 2 712 2		2222	54 64 64 64 R1	61942.07 .00 .00 -25162.95	.00 .00 .00 .00 .00	.00 -1795.80 .00 .00	UA 162741.07 2Q .00	.00038421 .00038423 .00038423 .00038423	.00 23.80 .00	61.84 0 .00	.00 .00 .00	-1.21 69 13.36 1.22	1.21 62.53 -13.36 -1.22	1031
810 2 810 2	5.272 5.272 0.000 5.267 0.000	2 2 2	R2 R2 54 54	25162.95 .00 -25188.22	.00 .00 .00	15082.61 .00 -15082.61 .00	2Q 117578.70 3T .00 2Q -117578.70	.00039582 .00039582 .00039582 .00039582 .00039582	-9.96 9.96 .00 -9.97	52.51 .00 -52.51	.00 .00 .00	.00 5.97 .12 -5.97	-52.51 46.54 12 -46.54	1075 1075 1075
810 2 810 2 811 2 811 2	5.272 0.000 4.579 4.579		64 64 R1 R2	25162.32 .00 -29310.23 29310.23	.00 .00 .00 .00	15107.50 .00 287.67 -287.67	2Q 117550.46 3T .00 JA -134501.05 JA 134501.05	.00039583 .00039583 .00031286 .00031286	9.96 -00 -9.17 9.17	52.51 .00 -41.99 41.99	.00 .00 .00 .00	12 5.98 .12 .09 09	.12 46.53 12 -42.08 42.08	1075 1033 1033
811 2 811 2 811 2 811 2 811 2	0.000 0.000 4.585 0.000 0.000	2	R2 R2 54 54 54	.00 .00 -29278.27 .00	.00 .00 .00 .00	.001 .009 319.631 .001	9T .00 JA ~134564.98 !Q .00	.00031286 .00031286 .00031286 .00031286 .00031286	.00 .00 -9.16 .00	.00 .00 -42.00	.00 .00 .00 .00 .00	5.22 .52 .10 -5.22 52	42.08 -5.22 52 -42.10 5.22 .52	1033
INTE	REST TY	PES	(II	г)	PRO	ODUCT CODE	(PC)	פ	EDUCT CODI	E				
2-RO	YALTY				2-6	GAS (MCF)		IT-INT NE-NI FR-FI	ACKUP WITH EREST ETTING EXPE XED RATE AL DYALTY VOL	2*- (ENSE 3*- (DJ 4*- F	GATHERING GATHERING GATHERING PROCESSING COMPRESSION	9*- THIR		
									CHECK	TOTAL			§147.	30
OWNER	NUMBE	R					HECK NUMBER	151	92407		CHECK [DATE	2/21/2013	

Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. When writing, refer to lease number and owner number.

PROD	P	,	I	PY.		LE	ASE			PAYMENT			OWNER			
DATE	c	PRICE	Т	GР	VOLUME	TAX	DEDUC	Т	NET VALUE	DECIMAL	VOLUME	GROSS VALUE		DEDUCT	NET	вти
Gros	 	alue r	ef	ers	to the sale	s price rece	ived by t	he op	erator/Less	ee before c	leduction	of taxes. In	<u> </u>			
1					ice received se valume (m		•			tot be sour		volume of gas		11		
line	± 193	55 dilu	13	961	use.	cry or gas p	ii baacea w	IIICI	may ut may i	ior ne edaa	ii to the	volume or gas	s sola depe	naing on		
811 811	Z	4.580 0.000 0.000	2	64 64	29310.23 .00	.00 .00	-319.	63 UA 00 ZQ	134564.98 .00	.00031286				10 5.22	42.10 -5.22	1033
811 812	2	2.825	2	54	.00 -59316.52	.00		30 9T	.00 -169256.40	.00031286	-22.7	00.	.00	.51 .64	~3.22 51_ -65.03	1024
812 812	2	0.000	2	54 54	.00. 00.	.00 .00	.1	00 2Q 00 9T	.00	.00038421	.00	.00	.00	-12.78 -1.19	12.78	
812 812	2 2	2.826 0.000	2	64 64	59313.43 .00	.00 .00	-1665.i	57 UA 30 20	169273.61 .00	.00038423	22.79 .00	9 64,40	.00	64 12.78	1.19 65.04 -12.78	1031
910	2	3.876	2	64 R1	.00 -178464.96	.00.	. (00 9T 00	.00 691779.09-	.00038423	.00 -70.64	00. 273.82 +	.00 .00	1.19	-1.19 -273.82	1055
910	2	0.000	2	R2 R2	178464.96 .00	.00.	102218.	10 ST	589560.91 .00	.00039582 .00039582	70.64 .00	273.82	.00 .00	40.46 .73	233.36 73	1055
910	2	0.000	2	54	-178439.69 .00	.00	-102218.	10 8T	-589586.18 .00	.00039582 .00039582	-70.63 .00	ን ብስ	.00 00.	-40.46 73	-233.37 .73	1.055
811 811 812 812 812 812 812 910 910 910 910 910 910	2	0.000	2	64 81	178460.45 .00 -65812.18	.00	102215.	ነለ ጸተ	589571.28 .00	.00039583	70.64	.00	.00	40.46 .73	233.37 73	1.0 55
1 911 .	2	0.000 0.000 2.826 0.000 3.876 3.876 0.000 3.877 0.000 3.876 0.010 4.113 0.000	2	RZ R2	65812.18	.00.	1917.7 -1917.7	9 UA	-272613.95 272613.95	.00031286	-20.59 20.59	84.69 84.69	.00	.60 60	-85.29 85.29	1033 1033
1 911 1	ž	0.000	ž	RZ	.00 .00 -65844.15	.00 .00 .00		00 2Q 00 9T	.00 .00 -272581.99	.00031286	.00.	.00	.00	11.79 .84	-11.79 84	
911	, ·	0.000	2	54 54 54 54 64 64 54 64 64	00.	.00	.0	10 2Q 10 9T	.00	.00031286 .00031286 .00031286	-20.60 .00	.00	.00	-59 -11.79	-85.28 11.79	1033
911 911 911 912 912 912 912 912 912 1010 1010	2	4.113 0.000	ž	54 64	65812.18 .00	.00	-1885.8	3 UA 0 20	272581.99 .00	.00031286	.00 20.59 .00	84.69	.00 .00	85 59 11.79	.85 85.28	1033
911 912	2	0.000 2.461	ž	64 54	.00 -55282.27	.00		0 9T	.00 -137554.98	.00031286	.00 -21.24	.00	.00 .00 .00	.85 .57	-11.79 85 -52.85	1034
912 2 912 2	2 (0.000	2	54 54	.00	.00	.0	0 20 0 9T	.00	.00038421 .00038421 .00038421	.00	.00	.00	-11.91 -1.05	11.91 1.05	1031
912 2 912 2	2 (2.461 0.000	2	64 64	55279.39 .00	.00	-1483.4	9 UA 0 2 Q	137547.82	.00038423	21.24	52.28	.00	57 11.91	52.85 -11.91	1031
912 Z 1010 Z	2 (0.00D 3.872	2	64 R.L	.00 -168157.24	.00 .00	.0	0 9T 0	.00	.00038423	.00 -66.56	00	.00	1.05	-1.05 -257.74	1033
1010 2 1010 2	2 (3.872 0.000	22222222	RZ RZ	168157.24 .00	.00 .00	93476.8 .0	0.8T	-651154.57 557677.73 .00	.00039582	66.56	257.74	.00	37.00 .63	220.74 63	1033
1010 Z	2	3.872 0.000	2	R2 54 54	-168182.51 .00	.00 .00	-93502.1 .0	087	-557677.73 .00	.00039582	-66.57 .00	-257.75 .00	.00	-37.01	-220.74 .63	1033
1010 Z		3.872	2	64 64	168152.99	.00 .00		08T	557638.38 .00	.00039583	66.56 .00	.00	.00 .00	~.63 37.01 .64	220.73 64	1033
1010 2 1011 2 1011 2 1011 2 1011 2		3.790 3.790	2	R1 R2 R2 R2	-80227.58 80227.58	.00	1086.7 -1086.7	5 UA	-305184.43 305184.43	.00031286 .00031286 .00031286	~25.10 25.10 .00	~95.14	.00 .00	.34 34	-95.48 95.48	1033 1033
1011 2		0.000 0.000	Ž	RZ RZ	.00 .00	.00 .00	.0 .0	0 2Q 0 9T	.00 .00	.00031286 .00031286	.00 .00	.00 .00	.00 .00	14.31 1.17	-14.31 -1.17	1
IN	TERE	EST TYI	PES	5 (1	T)	PR	סטטכד כססו	(PC)	D	EDUCT CODE	<u>=</u>				l
2-	ROY	ALTY				2-	GAS (MCF)			BW-B	ACKUP WITH	HOLDING 1*- 0	GATHERING	6"- MARK	ETING	$\neg \bot$
										IT-INT NE-N	TEREST ETTING EXPE	2*- (NSE 3*- (GATHERING GATHERING	7*- HAND		
											XED RATË AI OYALTY VOL	JJ ADJ 4*- F	PROCESSING	9*- THIRD	PARTY	
												5"-1	COMPRESSION	U'-LINE	VARIANCE	
											CHECK	TOTAL			\$147.	30
OWNE	RN	IUMBE.	R					CHI	CK NUMBER	151	92407		CHECK D	ATE	2/21/2013	

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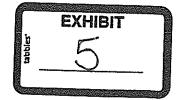
PROD P		I	PY		L	EASE	*******		PAYMENT			OWNER			
DATEC	RICE	т (GР	VOLUME	TAX	DEDL	ıcı	NET VALUE	DECIMAL	VOLUME	GROSS VALUE	TAX	DEDUCT	NET	ВТ∪
Gross may r	Value r effect t	efe he	rs prid	to the sale ce received	price rec	eived by filiated	the o	perator/Less aser.	ee before d	eduction o	of taxes. I	t			<u></u>
Volum∢		i 15	the	e volume (m					not be equa	1 to the v	volume of gas	s sold depe	ending on		
1011 2	3 700	1 10	54	-80227.58	.00	1000	75114	205194 42	00031386	25.45					
1011 2	3.790 0.000 0.000 3.790 0.000 0.000	2	54 54	.00	.00	1000	.75 UA .00 20 .00 9T	.00	.00031286 .00031286 .00031286	-25.10 .00 .00	.00	.00	.34 -14.32	14.32	1033
1011 2 1011 2	3.790 0.000	2	64 64	80227.58 .00	.00	~1.086	.75 UA .00 2Q	305184.43	.00031286	25.10	95.14	.00	-1.16 34 14.32	1.16 95.48 -14.32	1.033
1011 2 1012 2	0.000	2 2 2	64 54	.00 51820.62-	.00. 00.	1041	.009T	.00 -150204.32	.00031286	.00 -19.91	.00 -57.31	.00	1.17	-1.17 -57.71	1031
1012 2 1012 2 1012 2 1012 2	0.000 0.000 2.879	2	54 54 64	.00	.00	2042	.00 2Q .00 9T	.00	.00038421	.00	.00	.00.	-11.13 90	11.13 .90	
1012 2 1012 2 1012 2	0.000	2	64 64	51817.92 .00 .00	.00. 00. 00.	-1041	.04 UA .00 2Q .00 9T	150222.52 .00 .00	.00038423 .00038423 .00038423	19.91 .00 .00	.00	00. 00.	40 11.13	57.72 -11.13	1031
1110 2 1110 2	3.522	2 1	R1 R2	-90040.27 90040.27	.00	50342	.00 31 .00 2Q	-317106.69	.00031286	-28.17 -28.17 28.17	-99.21	.00 .00 .00	.90 .00 15.75	90 -99.21	1.034
1110 2 1110 2	0.000	2	R2 54	.00 -90040.27	.00	-50342	.0087	.00	.00031286	.00 -28.17	.00	.00	.43 -15.75	83.46 43 -83.46	1034 1034
1110 2 1110 2	0.000 3.522	2 1	54 64	.00 90040.27	.00 .00		.00 8T	.00 266764.69	.00031286 .00031286	.00 28.17	.00 99.22	.00	42 15.76	.42 83.46	1034
1110 2 1111 2 1111 2	0.000 3.571 0.000	2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	64 54 54 54	.00 -90327.94 .00	.00. 00.	1598	.008T	.00 -324202.52	.00031286 .00031286	.00 -28.26	.00 100.93	.00	.42 .50	42 -101.43	1033
1111 2	0.000 3.572	2 (54 64	.00 .00 90327.94	.00 .00 .00	-1508	.002Q .009T .16UA	.00 .00 324234.48	.00031286 .00031286 .00031286	.00 .00 28.26	.00	.00	-16.14 -2.62	16.14 2.62	
	0.000	2 6	54 54	.00.	.00	.4.350	.00 20 .00 9T	.00	.00031286	.00	.00	.00 .00 .00	50 16.13 2.62	101.44 -16.13 -2.62	1033
1111 2 1111 2 1112 2 1112 2 1112 2 1112 2 1112 2 1112 2	3.516 0.000	2 5	54 54	-50206.92 .00	.00		.67 UA .00 2Q	-178105.72 .00	.00038421	-19.29 .00	-67.82	.00	.61 -10.81	-68.43 10.81	1031
1112 2 1112 2	0.000 3.515	26	54 54	.00 50230.33	.00.	-1587	.009T	.00 178122.48	.00038421	.00 19.30	.00 67.83	.00	49 61	.49 68.44	1031
1112 2 1112 2 1210 2	0.000 0.000 4.534	2 €	54 54 ₹1	.00 .00 -90391.87	.00 .00 .00		.00 2Q .00 9T	.00.	.00038423	.00.	.00	.00	10.81 .49	-10.81 49	
1210 2	4.534	2 F	₹2	90391.87	.00	50565	.00 .75 2Q .00 8T	-409799.91 359234.16 .00	.00031286 .00031286 .00031286	-28.28 28.28 .00	-128.21 128.21 .00	.00 .00 .00	.00 15.82	-128.21 112.39	1034 1034
1210 2 1210 2 1210 2 1210 2 1210 2	4.536	2 5 2 5	4	-90359.91 .00	.00	-50565	75 2Q 00 8T	-359266.13 .00	.00031286	-28.27 .00	-128.22 .00	.00	.87 -15.82 -87	87 -112.40 .87	1034
1210 2 1210 2	4.536 0.000	2 6	4 14	90359.91	.00. 00.	50565	75 2Q 00 8T	359298.09 .00	.00031286	28.27 .00	128.23	.00	15.82 .87	112.41	1034
1211 2 1211 2 1211 2	3.503 0.000 0.000	2 5	4	-84990.09 .00	.00		86 UA 00 2Q	-298695.90 .00	.00031286	-26.59 .00	-93.14 .00	.00 .00	.31 -15.16	-93.45 15.16	1033
1211 2 1211 2 1211 2	3.502 0.000	222222222 8556655566	4 4 4	.00 85022.05 .00	.00 .00 .00	-990.	00 9T 86 UA 00 2Q	.00 298695.90 .00	.00031286 .00031286 .00031286	.00 25.60 .00	.00 93.14 .00	.00.	~2.00 31	2.00 93.45	1033
TETT 5	1.000	2 0	,-,	.00	.00	•	00 ZQ	.00	.0003T500	.00	.00	.00	15.16	-15.16	
INTE	REST TY	PE5	(II	r)	p	RODUCT CO	DE (PO	=)	D	EDUCT CODE	Ī				
2-RO	YALTY			<u> </u>	2	-GAS (MCF)			BW-B	ACKUP WITH	HOLDING 1*-	GATHERING	6*- MAR	KETING	\neg \mid
									NE-N	EREST ETTING EXPE	NSE 2*-	GATHERING GATHERING	7*- HAN		
										XED RATE AD DYALTY VOL .	JJ ADJ 4*-I	PROCESSING COMPRESSION	9*- THIR	D PARTY VARIANCE	
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	•••									OUTOK	TOTAL				[
OWNER	NIMPS		Т				ر ا	ECK NUMBER	154	CHECK	IUIAL	Leurois	34TF	\$147.	30
Juner	MONIDE	.17						ECY MOINIBEL	151	92407		CHECK	JAIL	2/21/2013	

PAGE: 17

Retain this statement for tax purposes. No duplicates furnished. State taxes have been deducted and paid where required. When writing, refer to lease number and owner number.

PROD P		I	PΥ			LE/	ASE			PAYMENT				OWNER		<u> </u>	
DATE C	PRICE	Ŧ	GΡ	VOLUME	TAX	<	DEDUC	т [NET VALUE	DECIMAL	VOLUME	GR	OSS VALUE	TAX	DEDUCT	NET	B.Ln
Gross may re	Value r eflect t	ef he	ers pri	to the sale ce received	s price from a	recei in affi	ived by t iliated p	he op Jurcha	erator/Less ser.	ee before	deduction	of 1	taxes. It	-			
ine i	oss and	וד	ueı	e volume (m use.	cf) of	gas pr	oduced w	hich i	may or may	поt be equ	al to the	lov e	ume of gas	sold depe	ending on		
1211 2 1212 2 1212 2 1212 2	0.000 3.670 0.000 0.000	2	01 01	.00 56320.43 .00 .00		.00 .00 .00	-3097.	.00 9T .10 UA .00 2Q .00 9T	.00 209770.19 .00 .00	.0003128 .0003842 .0003842 .0003842 .EASE TOTAL	3 21. 3 .	00 64 00 00	.00 79.41 .00 .00 79.45	.00 .00 .00 .00 .00	2.00 -1.19 12.17 3.02 285.86	-2.00 80.60 -12.17 -3.02 -206.41	1.031
832460- 1212 2 1212 2 1212 2	HOPSON 3.683 0.000 0.000	2	OΤ	32747.60 .00 .00		.00 .00 .00	-2396.	ATE: P 17 UA 00 ZQ 00 9T	123003.19 .00 .00	BRADFORD .0000125; .0000125; .0000125; EASE TOTAL		LEGAL 41 00 00	: 1117.91 1.51 .00 .00 1.51	8702 ACRES .00 .00 .00 .00	; ASYLUM 7 03 .24 .05 0.26	TOWN 1.54 24 05 1.25	1. O 29
999912- 112 2 113 2 212 2 312 2 412 2 512 2 612 2 712 2 812 2 912 2 1012 2 1112 2	MISCELL. 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000	7772727272	R3383333333333333333333333333333333333	RECOUPMENT .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	PA	.00 .00 .00 .00 .00 .00 .00		ATE: P. 00 AO 00 AO 00 AO 00 AO 00 AO 00 AO 00 AO 00 AO 00 AO	.00 .00 .00 .00 .00 .00 .00	PENNSYLVA 1.00000000 1.00000000 1.00000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000 1.0000000		LEGAL 000 000 000 000 000 000 000 000 000	:	.00 .00 .00 .00 .00 .00 .00 .00 .00	-1196.31 -1000.00 -1178.77 -232.25 -680.95 -546.51 -507.16 -629.83 -738.92 -603.16 -8638.24	1196.31 1000.00 1178.77 232.25 680.95 638.55 546.51 507.16 629.83 738.92 603.16 8638.24	1996, 300, 1796, 17
									o	WNER TOTAL			1524.84	.00	-8638.24 9,655.82 111.36 270.16 -21.56	2* 8* 9*	Processor
INTE	REST TY	PE!	S (I	т)		PRO	סטכד כסם	E (PC))	1	DEDUCT CO	DE					
2-R0	YALTY					2-0	GAS (MCF)			IT-II NE- FR-I	BACKUP WI ITEREST NETTING EX FIXED RATE ROYALTY VI	PENSE ADJ	2*- (3*- (4*- F	GATHERING GATHERING GATHERING PROCESSING COMPRESSION	9*- THIR		
-											CHEC	к тот	TAL .			\$147.	30
OWNER	NUMBE	R						CHE	CK NUMBER	र 15	192407			CHECK	DATE	2/21/2013	

Sep-12 Oct-12 Nov-12 Per-12	emental jun-12 emental series Jul-12 Aug-12		Feb-12 Mar-12	Dec-11	Nov-11	Sep-11	Aug-11	Jun-11	May-11	Contraction Apr-11	Feb-11	Jan-11	Dec-10	Nov-10	Sep-10	Aug-10	Jul-10	Jun-10	Apr-10	Mar-10	Feb-10	Jan-10	Dec-09	Nov-09	Oct-09	Sep-09		
13554.22 10542.17 10542.17 10542.17	11295.18 9789.16 6777.11	10542.17 11295.18	11295.18 12801.20	14307.23 13554.22	13554.22	753.01	4518.07	14307.23	15060.24	16566.27	16566.27	18825,30	19578.31	21084,34	55764.88	53504.14	63300.68	64807.84	74604.37	100301,66	99547.51	76168.93	18099,55	97285.07	82202.11	43740.57	Production	
2.389 2.929 3.357 3.043	2.333 2.692 2.778	2.143	2.800 2.294	3.526 3.056	3.556	2.000	4.400 4.333	4.579	4.700	3.955 4.455	4.364	4.640	4.385	3,536	3.892	4.972	4.988	4.568	4.172	4.218	5.197	5.663	4.667	4.124	3.982	3,190	Drico	
					1/217.93	530.50	14683.55 4291,41	14539.30	15417.34	16312.79	15946.87	18708.74	18701.00	21041.77	56163.98	53797.07	63217.27	71701.36	74061.49	100592.60	100160.50	73988.96	17975.94	96135.30	83173.93	43556.97		SU.
					3.780	4.110	4.550 4.570	4.490	4,580	4.000	4.550	4.670	4.590	3.950 3.570	3.850	4.960	5,000	4,560	4.200	4.210	5.170	5.830	4.680	4 180	3,940	3.200		
					17217.97	529.65	14687,40 4291.88	14540.27	15418.83	16309.99	16040.96	18579.94	18861.58	54949.30 21236.62	56357.51	53604.16	63121.08	71700.60	73802.40	100625.07	100162.68	74050.10	18071.15	96265 97	83176.05	Production A		Ń
				: :	3.780	4.120	4.550	4.490	4.580	4.000	4.530	4.700	4.550	3,920	3.840	4.980	5,000	4.560	4.210	4.210	5,170	5.820	4.650	A 170	3.940	2 200		
13073.01 10757.28 10068.31 10483.03	11066.31 9911.79 6539.18	10722.49 11081.03	11810.13	14420.18 13633.55	17217.53 13240.88	531.11	14683.73	14539.25	15418.18	16311.84	15909.16	18730.59	18746.64	54416.49	56090.08	53736.89	6335403	71702.25	73973.84	100740.61	100160.00	73991.23	18072.39	05166.10	8375/ 18	Production		Production by Landowner
2,460 2,877 3,512 3,669	2.366 2.598 2.873	2.139	2.662 2.356	3.499 3.047	3.783 3.568	4.103	4.549	4,491	4.498	4.002	4,565	4.662	4.582	3.955	3.860	4.970	4,550	4.560	4.200	4.200	5.170	5.830	4.160	100	000.0	Price	-£	owner
13071.09 10756.07 10067.97 10083.06	11068.09	10722.64	11809.12	14419.43	17219.19 13408.18	529,31	14684.09	14539.22	15405,73	16313.80	16043.57	18720.75	18723.53	54393.10	56357.10	53601.92	64661.62	71701.38	74086.04	100763.04	100161.30	74058.18	18071 60	05031.30	43556.26	Production	Č	ì
2.460 2.880 2.810 3.510 3.670	2.370	2.140	2,660	3.500	3.780	4.570 4.120	4.550	4.490	4.500	4.000	4.530	4.660	3.580 4 590	3,960	3.840	4.980	4.550	4.560	4.200	4.200	5.170	7 8 20	4.190 4.50	3.950	3.200	Price		
13073.50 10756.38 10068.75 10482.58	11067.33	10723.13	11810.11	14419.80	17217.24	4291.21 531.17	14683.43	14539,49	16406.80	16312.93	15964.81	18725.09	18656 25	54481.66	56162.39	53759 22	64583.66	71623.81	74094.25	100617 21	100243 28	72000 56	96031.14	83194.36	43515.67	Production	質する	
2.460 2.460 2.880 3.510 3.670	2.370	2,140	3,050 2,660	3.500	3,780	4.100	4.550	4.490	4.500	4.000	4.550	4.660	3.570	3.950	3.850	5.000 4 950	4.550	4.570	4.200	7 710	5 160	4.6/0	4.190	3.940	3,200	Price	٠. د	



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Otten 1H Production by Landowner

9914.46	10442.89	9446.23
3.473	3,164	3.283
9914.75	10441.27	9446.74
3.473	3,164	3.280
9915.03	10443.07	9447.62
3.470	3,160	3.280

Jan-13 Feb-13 Grandella Mar-13

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Welcome to the PA DEP Oil & Gas Reporting Website

Pennsylvania's Oil and Gas Act requires unconventional well operators to submit production reports to the Department of Environmental Protection (DEP) biannually—on Aug. 15 for the period of Jan. 1 through June 30 for the same calendar year and on Feb. 15 for the period of July 1 through Dec. 31 of the previous calendar year. All other oil and gas operators are required to submit production reports on an annual basis on Feb. 15 for the previous calendar year. DEP makes every practical effort to post these reports as soon as possible after they are filed.

The Oil and Gas Act reporting is a self-reporting system, meaning that data is reported from producers to DEP as required by law. All production data is posted as it was received from the unconventional well operators. DEP does not independently verify the data before it is posted.

While the Oil and Gas Act requires accurate and on-time data reporting by producers, and the producers and DEP endeavor to correct any errors discovered after the data is posted, DEP makes no claims, promises or guarantees regarding the accuracy, completeness or timeliness of the operators' data that DEP is required to post.

DEP expressly disclaims any liability for errors or omissions related to the production data contained within these reports. No warranty of any kind is given by DEP with respect to the production data contained within these reports posted on its website.

I have read and understand the above informational statement.

Agree Disagree

Privacy Policy | <u>Security Policy</u>
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Chesapeake Energy Production Report July -- Dec 2012

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HENRY OH	ALBANY	<u>3</u> H	1,083,175	183	5,919	
KINNARNEVOL	ALBANY	2H	1,508,240	184	8,197	
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MEAS 2H	ALBANY	5H	1,269,839	178	7,134	
MEAS AH	ALBANY	2H	1,378,817	183	7,535	
MENG 2E	ALBANY	5H	1,145,269	183	6,258	
MENG AH	ALBANY	2H	436,824	169	2,585	
THAII 2H	ALBANY	5H	654,663	169	3,874	
THAII SH	ALBANY	2H	888,257	169	5,256	
THAII 6H	ALBANY	EH.	882,525	171	5,161	
WAIT 2H	ALBANY	H9	812,784	169	4,809	
WALT 4H	ALBANY	2H	1,448,489	183	7,915	
		4H	767,058	184	4,169	

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176 175 183	130 183 183 182 180 171 183 1,212	184 184 184 170 169 183 184 184 184	126 122 131 118 117 82 696
3,176 2,650 1,495	266 1,580 7,429 2,412 2,102 3,989 7,055 24,832	2,864 4,612 3,116 2,826 2,655 4,708 2,983 4,067 5,375 33,206	100 222 195 130 83 127 857
	3,547	3,690	143

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80 78 85 83	178 178	180 180 166 161 170 154 173	166 11 10 165 184 180 183 169 162 162 164 163 174 2,414
6,780 8,201 8,505 8,766 9,106	679 679	4,706 3,363 5,621 6,040 2,794 4,349 2,178 29,051	3,165 1,330 3,669 3,993 1,334 1,609 1,378 2,784 2,784 2,514 1,150 2,249 784 1,382 34,663
	679	4,150	2,166

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5 102 101 105 104 106 103 132 131 131	182 168 182 135 181 180 180 180 183 178 183 178 182 182 182 2,481	88 87 87 174 845
1,146 2,101 4,641 5,862 5,643 5,711 3,842 3,471 3,294 3,101	2,224 862 2,695 1,487 563 2,713 3,049 1,538 3,919 2,045 1,291 1,291 1,358 1,670 27,326 1,952	7,962 6,793 6,216 4,797 67,126 7,458

BLANNARD 1H BLANNARD 5H COATES 2H COATES 5H LUNDY 2H LUNDY 5H	MOODY BRA 2H MOODY BRA 3H	AKITA 5H ALLFORD 2H ALLFORD 5H BARNES 2H BARNES 2H EILEEN 2H EILEEN 5H GRANT 5H HORST 5H HORST 6H KEELER HOLLOW 5H KINGSLEY BRA 3H LYTWYN 5H STURDEVANT 01	SHORES SW 5H WEISBROD 4H WEISBROD 5H
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184 180 180 184 183 183	129 120 249	183 184 183 183 181 182 182 182 183 177 156 183 175 2,698	133 134 136 1,426
2,773 1,574 1,921 813 2,510 1,171		2,423 2,111 2,406 4,425 4,173 2,601 3,309 2,686 2,249 1,786 2,382 2,382 2,382 2,382 2,376 1,727 53	3,964 4,632 4,764 52,171
	6,405	2,470	4,013

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3,652 4,971 2,090 2,838 7,836 2,251 6,075 6,662 7,065 7,724 4,453 4,361 2,421 2,421 2,421 2,284 4,475 5,060 5,976 7,074 7,521 4,216 3,517	6,586 7,817 1,059 1,090 16,552 4,138	1,466 4,799 2,312 19,338 2,149

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372,412 133,804 436,565 454,937 318,640 137,956 387,786 297,273 148,497	376,825 775,366 752,957 350,988 517,779 667,080 344,489 120,250 65,292 79,233 414,905 141,720 4,606,884	762,141 1,269,073 1,172,494 1,432,879 764,680 1,413,111 105 25,281,474
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2,035 765 2,538 2,570 1,741 779 2,108 1,699 820	2,070 4,214 4,092 1,929 2,814 3,625 1,903 716 578 629 2,305 801 25,676	4,234 7,554 6,442 7,787 4,320 7,984 105 140,949
	2,140	5,034

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576,871 547,296 425,868 461,187	1,035,941 981,127 914,232 1,093,644 1,064,840 762,093 918,459 871,890 156,169 191,805 792,496 493,574 16,175,879	152,653 297,010 271,888 169,954 3,579,375 788,309 1,296,706 425,283 705,144 647,153 942,769 824,913 1,269,332
183 184 181 181	184 111 108 118 116 116 184 184 173 173 184 184 184 184	159 179 182 179 2,306 179 179 178 82 79 117 104
3,152 2,974 2,353 2,548	5,630 8,839 8,465 9,268 9,180 4,142 4,992 4,739 903 1,042 4,307 2,682 117,905	960 1,659 1,494 949 20,118 4,404 7,244 2,389 8,192 8,192 8,058 7,932 6,899
	5,895	1,548

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6,307 3,029 5,733	8,232 8,232 8,232	2,938 2,656 38,630 2,272	2,888 1,488 2,909	2,581 2,814	1,677	1,761 1,761 2,812 2,370 2,394 1,756	22,812 2,535 2,572 1,801 1,786	2,842 1,322 1,661 3,144 2,815

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	5H	5H	2H	5H	2Н	H5	5H	2Н	HS	표	5H	5H	2H	H2	3H	H9	5H			5H	1H	5H	H9	5H	5H	5H	2Н	5H	2Н	4Н
8,342,208	664,665	280,609	301,444	235,812	324,416	745,186	562,447	197,510	577,388	458,083	653,695	659,289	400,379	377,121	449,204	632,904	822,056		10,162,848	777,986	755,140	534,877	405,848	394,388	686,858	566,027	772,571	693,005	870,208	970,759
3,093	184	182	183	183	184	184	184	180	184	184	184	184	184	164	184	180	181		2,562	182	184	182	184	184	184	184	184	184	184	181
45,795	3,612	1.542	1,647	1,289	1,763	4,050	3,057	1,097	3,138	2,490	3,553	3,583	2,176	2,300	2,441	3,516	4,542		55,602	4,275	4,104	2,939	2,206	2,143	3,733	3,076	4,199	3,766	4,729	5,363
2,694																			3,972											



October 22, 2008

Re:

Chesapeake Appalachia, L.L.C. Lease No. 1255257-000

Bradford County, PA

Dear

I am in receipt of your letter dated September 17, 2008 regarding the above referenced oil and gas lease.

Please be advised that if a well is drilled on your acreage or your acreage is included in a unit, you will receive 15% of the gross and not the net. This is because there is a provision in the addendum of your lease that states that we are not permitted to make any types of deductions. I have included a copy of this addendum with the provision highlighted for your reference.

If you should have any further questions, please feel free to contact me at (304) 353-5134.

Very truly yours,

Chesapeake Appalachia, L.L.C.

Melissa D. Reed

District Lease Analyst II

Enclosure



EXHIBIT "A"

் and made a part of that certain Oil and Gas Lease dated April 30th,2008 by and between married woman dealing in her sole and separate property as Lessor, and Chesapeake Appalacnia, L.L.C., as Lessee

- 1. In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the Lease.
- Lessee's operations on said land shall be in accordance with regulations set forth by the Pennsylvania Department of Environmental Protection.
- 3. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability. Lessee further covenants and agrees to defend any suits brought against Lessor on any claims, and to pay any judgment against Lessor resulting from any suit or suits, together with all costs and expenses relating to any claims, including attorney's fees, arising from Lessees operations under the terms of this lease. Lessor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party, without relieving Lessee of the obligation to defend Lessor. Lessor shall be named as an additional insured on Lessee's liability insurance policy. Prior to the commencement of drilling operations, Lessee shall provide to Lessor, a certificate of evidence for liability, workman's compensation and disability insurance.
- Lessee shall test Lessor's domestic water supply prior to commencement of and following drilling operations on said land in order to ensure that said water supply is not adversely affected by said operations. In the event it is determined that said operations have adversely affected said water supply, then Lessee, at its own expense, shall take steps necessary to return said water supply to pre-drilling conditions.
- 5. Lessee shall construct or install all well sites, access roads and pipeline right-of-ways in a manner which would minimize any related soil crosion. Further, any related surface reclamation shall be done in a manner which restores said land as nearly to original contours as reasonably possible.
- Lessee shall promptly replace any barriers, including but not limited to, fences and stone walls removed by Lessee during its operations on said land and further, shall construct gates on all access roads on said land upon request by Lessor.
- Without a separate written agreement, pipelines shall not be constructed on the leased premises except for those used to transport oil and/or gas from a well(s) drilled on leased premises or land pooled therewith.
- In the event a pooled unit is created which encompasses land located outside the lease premises and some, but not all, of the leased premises, any drilling or reworking operations on or production from a well located on that pooled unit shall continue this Lease in full force and effect but only as to that part of the lease premises contained within the pooled unit. Upon five years after the expiration of the primary term and upon receipt of written notice of Lessor, Lessee shall surrender such portions of leased premises not contained within a pooled unit and those formations and horizons 100' below the deepest formation penetrated.
- Lessee agrees to pay Lessor, as surface damages, the sum of Fifteen Thousand dollars (\$ 15,000.00) for each drill site location on the lease premises and such payment shall be due and payable upon the commencement of drilling operations.
- 10. Notwithstanding anything to the contrary contained in the Lease, Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for gas storage purposes.
- 11. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to Lessor any third party's offer during the term of the Oil and Gas Lease. Nothing in this paragraph requires Lessor to give or sell such storage rights.
- 12. It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil. gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.
- 13. Lessee shall indemnify Lessor and the surface owner for any and all loss or liability, including reasonable attorney's fees, resulting from injury or death to any livestock on the leased premises, which are owned by Lessor, Lessor's tenant or the surface owner, if Lessee or its operations are responsible for such injury or
- 14. No well shall be drilled or pipeline constructed nearer than five hundred (500) feet of any building, water well, spring or septic system on the lease premises without the written consent of Lessor.
- 15. Lessee and Lessor agree that prior to the removal of any and all marketable timber resulting from Lessee's operations under the terms of this lease, an appraisal of the timber value shall be constructed by a qualified third party forester and Lessee shall pay Lessor the said appraisal value of the timber prior to harvesting.
- 16. Lessee shall not use water from Lessor's wells, ponds, lakes, or reservoirs located on the lease premises. However, subject to the other provisions of this paragraph, Lessee shall have the right to drill one or more water wells on the lease premises and to use water from those wells for drilling, reworking, deepening, and/or remedial work on the Lease. The water from those wells shall not be used for the purposes of water injection or secondary recovery without the written consent of Lessor. Lessee shall not drill or operate a water well, take water, or inject any substance in the subsurface in such a manner that will damage any of Lessor's water wells, water supply, or which would interfere with or restrict the supply of water to Lessor or its tenants for domestic, livestock, agricultural (including irrigation) purposes, or which would do injury to any potable



Jason P. Blose
Altorney

December 13, 2012

Re: Chesa

Chesapeake Lease No.

Troy Township, Bradford County, Pennsylvania

Desi

On behalf of Chesapeake Appalachia, L.L.C. ("Chesapeake"), I have been asked to respond to your letter dated November 6, 2012 in which you assert that Chesapeake is improperly paying royalty pursuant to the above referenced oil and gas lease ("Lease"). For the following reasons, it is Chesapeake's position that your royalties have been properly calculated.

As stated in your letter, the Lease states that lessee agrees "to pay Lessor, free of cost, a royalty of one-eighth (1/8th) of the revenue realized by Lessee for all gas marketed from the Leasehold." Your letter states your position that "by deducing gathering and third party costs, Chesapeake has applied their production costs to us."

by way of background, gas produced from the Lease is in marketable form at the wellhead, and is sold by Chesapeake to Chesapeake Energy Marketing, Inc. ("CEMI") at this point. CEMI is a marketing company which takes title to and possession of gas at the wellhead, and sells that gas at downstream value-added points of sale, typically on an interstate pipeline. CEMI pays Chesapeake 97 percent of the sales price CEMI receives (CEMI retains a 3 percent marketing fee which is borne solely by Chesapeake and is not passed on to you), less the costs CEMI incurs between the wellhead point of sale and the value-added downstream points of sale. The costs incurred by CEMI include a compression fee, gathering fee, and a transportation fee, as indicated in your royalty statements.

As mentioned above, the Lease requires royalties be paid based on the revenue realized by lessee. The revenue realized by Chesapeake is that received in the wellhead sale from Chesapeake to CEMI. Your claim that Chesapeake has applied the

costs of production to you is simply incorrect. Your royalty is free of the cost of production. In <u>Kilmer v. Elexco Land Services. Inc.</u>, 990 A.2d 1147 (Pa. 2010), the Pennsylvania Supreme Court recently recognized that a lessor's royalty is generally free of the cost of production, but is subject to a proportionate share of post production costs. <u>Id.</u>, at 1152, 1157.

I hope this letter adequately addresses your concerns. Should you need further information, please do not hesitate to contact me.

Very truly yours,

Jason P. Blose





September 27, 2012



Tunknannock, PA 18657

Re: Chesapeake Lease No.

Auburn Township, Susquehanna County, Pennsylvania

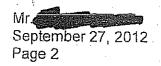
Dear Mr. and Mrs.



Chesapeake Appalachia, L.L.C. ("Chesapeake") is in receipt of your letter dated September 5, 2012 regarding the above referenced oil and gas lease ("Lease") in which you assert that Chesapeake has improperly calculated your royalty payments pursuant to the Lease. Please be advised of Chesapeake's position that it is property calculating royalty payments pursuant to the Lease for the reasons set forth below.

By way of background information, gas produced from the Lease is in marketable form at the wellhead, and is sold by Chesapeake to Chesapeake Energy Marketing, Inc. ("CEMI") at this point. CEMI is a marketing company which takes title to gas at the wellhead, and aggregates that gas with gas produced from multiple other wells into a downstream pool, typically on an interstate pipeline. The volume of natural gas aggregated in this pool is then sold at value-added downstream points of sale to many different buyers, at different prices. On a monthly basis, CEMI determines a weighted average sales price for the gas sold from the pool. The weighted average sales price is calculated by averaging the price received from the individual sales from this pool across the entire volume contained in the pool. CEMI pays Chesapeake 97 percent of this weighted average sales price (CEMi retains a 3 percent marketing fee which is born solely by Chesapeake), less the costs CEMI incurs between the wellhead point of sale and the downstream point of sale. The costs incurred by CEMI include a gathering fee paid to Appalachia Midstream Services, L.L.C., and a transportation fees paid to Tennessee Gas Pipeline and Central New York Oil and Gas.

Addendum provision 20 to your Lease provides that royalty is calculated based on "the current market value or price at the wellhead as and when produced." Therefore, royalty is properly calculated in that manner. Addendum provision 21 provides that "Royalties shall be paid without deduction for the costs of producing, gathering, storing, treating, dehydrating, compressing, transporting, or otherwise making the produced form the Leased Premises ready for sale or use ... All ... gas shall be delivered free of cost into the ... pipeline." As stated above, your royalty is properly calculated at the "market value or price at the wellhead," which is the price paid by



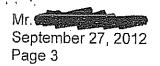
CEMI to Chesapeake, and gas is delivered free of cost into the pipeline. While your royalty statement details the cost incurred by CEMI in an effort to be transparent, please understand that these costs are not deductions. Rather, they are factors considered in determining the market value for the wellhead sale to CEMI.

Provision 23 of your addendum also provides:

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee (emphasis added).

The italicized sentence quoted above expressly provides that Lessor is never to receive a price that is less than, or more than, the price received by Lessee. Although not required to do so, Chesapeake has made the decision not to charge the royalty owners the 3 percent marketing fee it pays to CEMI. Thus, Chesapeake is paying a royalty based upon a price which is actually higher than the "current market value or price at the wellhead." Moreover, because gas produced from the Lease is marketable at the wellhead, the fees mentioned above which are incurred by CEMI would be properly deductible in any event because they "result in enhancing the value of the marketable ... gas ... to receive a better price" and they are "based on [the] actual cost of" the enhancements. For the above reasons, Chesapeake maintains its royalty payment methodology is appropriate.

You also request payment of interest "for the period of time between 5 months after production started (March) and the date I received my first royalty check (August)." As an initial matter, your lease provides that "lessee shall have up to five (5) months after the commencement of initial production from a well to begin the payment ... of royalties." As I stated to in my letter dated to you dated February 27, 2012, first sales of production form the Lease occurred on December 2, 2012 and therefore I believe you intend to reference May, rather than March. In any event, your Lease does not provide for payment of interest on royalty payments and therefore none is due. In addition, Paragraph 12 of the Lease requires lessor provide notice to lessee of any claim for damages arising out of an alleged breach or default, and affords lessee 90 days thereafter for lessee to remedy the alleged breach or default. Please consider this letter, together with Chesapeake's prior payment of royalty to be in satisfaction of that provision.



Last, you mention that Chesapeake has "calculated [your royalty] based on a price that is consistently and significantly lower than that used by Statoil." Chesapeake is unfamiliar Statoil's marketing arrangements, manner of royalty calculation, and royalty payments, and therefore cannot properly respond to your comment at this time.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

Jason P. Blose

EX-214 d270087dex21.htm SUBSIDIARIES OF CHESAPEAKE

Exhibit 21

SUBSIDIARIES OF CHESAPEAKE ENERGY CORPORATION*

Oklahoma Corporation

Corporations	State of Organization							
Chesap take Energy Louisiana Corporation	Oklahoma							
Chesap take Energy Marketing, Inc.	Oklahoma							
Chesap take E&P Holding Corporation	Oklahoma							
Chesap €ake Operating, Inc.	Oklahoma							
CHK Holdings Corporation	Oklahoma							
Limited Liability Companies	State of Formation							
Chesapeake Appalachia, L.L.C.	Oklahoma							
Chesapeake Exploration, L.L.C.	Oklahoma							
Chesapeake Land Development Company, L.L.C.	Oklahoma							
Chesapeake Midstream Operating, L.L.C.	Oklahoma							
Chesapeake Oilfield Services, L.L.C.	Oklahoma							
Chesapeake Oilfield Operating, L.L.C.	Oklahoma							
CHK Utica, L.L.C.	Delaware							
Nomac Drilling, L.L.C.	Oklahoma							
Partnerships								
Chesape ake Louisiana, L.P.	Oklahoma							
Chesapeake Midstream Development, L.P.	Delaware							

In accordance with Regulation S-K Item 601(b)(21), the names of particular subsidiaries that, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary (as that term is defined in Rule 1-02(w) of Regulation S-X) as of the end of the year covered by this report have been omitted.

